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WITHDRAWN

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The Solicitors' Journal

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The Solicitors' Journal

VOL. LXXIX. **Saturday, January 5, 1935.** No. 1

Current Topics: Changed Status of Married Women—Coal Marketing—Bye-laws and their Validity—Social Service Expenditure — Pedestrian Crossings—Motion in the House of Lords—Six Months' Figures—Road Accident Statistics—The Tithe Commission — The Multiplication of Cinemas—The Firearms Report .. 1
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NOTICE TO SUBSCRIBERS.—Volume LXXIX commences with this issue, which contains the Index to Part II of Volume LXXVIII. The Statutes for 1934 *will be published shortly and the complete volume should then be sent in for binding.*

Current Topics.

Changed Status of Married Women.

We have travelled a far distance since Blackstone wrote that "the very being or legal existence of the woman is suspended during the marriage, or at least is incorporated and consolidated into that of the husband, under whose wing, protection and cover she performs everything"—a submergence of her personality which, again, according to the same writer, entitled the husband to give her moderate correction should she require it. Successive Married Women's Property Acts have withdrawn from the husband's control the wife's property, but, nevertheless, there has survived in an attenuated form the old idea that the wife's personality is completely merged in that of her husband, with consequences sometimes burdensome to the latter, as, for example, in *Edwards* v. *Porter* [1925] A.C. 1, where it was held by the House of Lords that the husband was liable for his wife's torts committed during coverture. This rule, which, again, is a survival of the now rejected notion of the complete merger of the wife's personality in that of the husband's, it is proposed to abolish, as also the kindred rule that the husband, notwithstanding the Married Women's Property Acts, has still a certain liability in respect of the wife's antenuptial debts. These proposals, emanating from the deliberations of the Law Revision Committee, if carried into effect by legislation, will bring the law more into harmony with the equitable views as to the rights and liabilities of husbands and wives now prevailing. Not only, however, has the jural outlook on the rights and liabilities of the spouses completely changed since Blackstone wrote a century and a half ago: we have witnessed likewise a radical change in the attitude that women have the right, equally with men, to enter the various professions. Readers of Goldsmith's ever-delightful comedy, "She Stoops to Conquer," will recall how Tony Lumpkin maliciously sends young Marlow and his friend to the house of Mr. Hardcastle, which he alleges is the only inn in the neighbourhood, telling them at the same time that the landlord is rich and wishes to be thought a gentleman who will try to persuade them that "his mother was an alderman and his aunt a justice of the peace." This piece of waggery must have been considered at the time a first-class stroke of humour and the acme of improbability; but the whirligig of time brings in its revenges, and lo! what Goldsmith meant as a joke smacking of the impossible, has become quite a commonplace of our day. We have women justices, women have entered Parliament and the professions, including the law, and now comes the announcement from Canada that a lady has been there appointed a King's Counsel. Perhaps before many years we may see a lady on the Bench of the High Court who will have to be addressed as "your Ladyship." Then the wheel will have come full circle.

Coal Marketing.

The report (Cmd. 4769: Stationery Office, 3d.) recently issued by the Mines Department upon the working of coal marketing schemes during the last twelve months discloses what is described as the principal defect in the present system, and indicates the chief amendments which have been made in the central and district schemes to meet it. The amendments came into force at the beginning of the present year. The defect was that, while a district might apply to the central council for an increased allocation to meet a greater demand for export, there was no guarantee that in fact any additional allocation would be used entirely for that purpose. Now, in addition to an output allocation, each district will be given separate allocations for inland and export supply, which in turn will be translated, so far as the individual mines are concerned, into separate quotas. If more coal is required for export, the export allocations and quotas can be increased without altering those in respect of inland trade. Moreover, hitherto each district has been able to pursue its own policy with regard to the regulation of prices without reference to its neighbours, but from the beginning of the present year a district executive board aggrieved by any act or omission of another board with regard to the determination and enforcement of minimum prices will be in a position to complain to the general council, which may give directions, enforceable by penalties, to remedy the matter. The report expresses the hope that co-ordination of district minimum prices will go some way towards removing the incentive to evade, though, it adds, "it would be idle to pretend that co-ordination will in practice be free from difficulty."

Bye-laws and their Validity.

The decision of Sir Rollo Graham-Campbell that a certain bye-law made by the Board of Trade under the London County Council Act, 1896, is *ultra vires* and, therefore, unenforceable, raises once again the inquiry as to the origin and development of this species of legislation. So familiar are we all with bye-laws meeting us whenever we enter a railway station or board a tramway or omnibus that we are apt to forget that they can boast a hoary antiquity. According to Blackstone, who deals with them when treating of corporations and their rights, the right of bodies like our corporations to make bye-laws for their own government was allowed by the law of the Twelve Tables at Rome. He then proceeds to say that with us no trading company is permitted to make bye-laws which may affect the King's

prerogative or the common profit of the people, under a penalty of £40, unless they be approved by the Chancellor, Treasurer, and Chief Justices, or the judges of assize in their circuits, and even if the bye-laws have been approved by those dignitaries, yet, if they are contrary to law, they are void. Save that the approval of some Government Department has been substituted in the generality of cases for that of the high judicial functionaries above mentioned, BLACKSTONE'S statement is substantially correct, even at the present moment. The man in the street, if ever he patiently cons the various paragraphs of the bye-laws of railway companies and other public undertakings—a study on his part highly improbable—not unnaturally attaches to their minatory language which has received the approval of some high Government official the sanctity which attaches to an Act of Parliament. The lawyer is not so easily satisfied ; he wants to be assured, first, whether the power to make bye-laws has been entrusted to the authority issuing them, and, secondly, whether the statute under which it has purported to make them entitled it to formulate them in the particular language in which they are couched. Bye-laws, we suppose, we must have, but in addition to the disadvantage which attaches to all enactments in their occasional lack of perspicuity, they may, and oftentimes do, involve an elaborate inquiry into the powers of the authority issuing them. But as Lord MACMILLAN wittily said in an address delivered a year or two ago at Birmingham, it is consoling to reflect that the increasing intervention of Parliament—and we may add bye-law making bodies—in the life of the people by means of imperfectly framed ordinances will, at any rate, save many lawyers from swelling the ranks of the unemployed.

Social Service Expenditure.

A WHITE Paper (Cmd. 4749, 4d. net) recently issued by the Treasury contains interesting particulars concerning the money expended on public social services during recent years. The totals for England, Wales and Scotland which do not include expenditure out of loans for capital purposes or out of capital receipts are (to the nearest £1,000,000), for 1900, £36,000,000, for 1910 £63,000,000, for 1920 £307,000,000, for 1930 £468,000,000 and for 1932 £490,000,000. The fact that various social services were established during the period under review is reflected in the amounts ; the figures for 1900 and 1910, for example, not including any expenditure on unemployment or health insurance benefit, or on widows', orphans' and old age contributory pensions. Moreover, unrecorded private expenditure has in some cases been replaced by recorded public expenditure, such as fees paid to medical men by those now within the provisions of the National Health Insurance Acts, the amounts now paid being brought into account. Comparisons are also made between the figures for 1932 and those estimated for 1933. Thus, for England and Wales unemployment benefit in 1932 cost £56,654,000, while the estimated amount for 1933 is £43,488,000. The respective figures relating to transitional payments are £45,060,000 and £43,483,000, an encouraging feature. Health insurance shows a decline from £33,616,000 to £32,500,000 for the same years, while old age pensions and education show an increase by £606,000 and £916,000 to £36,626,000 and £88,509,000. The estimated amount for 1933 in relation to widows', orphans' and old age contributory pensions is £37,600,000, an increase of a little under £1,200,000 over the previous year's figure. The foregoing are only a few examples from the wealth of statistical detail provided.

Pedestrian Crossings.

THE subject of pedestrian crossings has been raised recently in both Houses of Parliament. Replying to a motion in the House of Commons that a humble address be presented to HIS MAJESTY to the effect that the Traffic Signs (Pedestrian Crossings) (No. 2) Provisional Regulations and the London Traffic (Pedestrian Crossing Places) (No. 2) Provisional Regulations be annulled, the Minister of Transport said that the increase or decrease in casualties would justify or condemn the beacons (to which and not to the provision of crossing places the motions were directed). Mr. HORE-BELISHA indicated that at the time of speaking another survey was proceeding over the whole of the administrative area of London to review the position in which the beacons were placed so that mistakes could be rectified and he emphasised that he was only making an experiment. Everything, he said, would be done which experience showed was of public advantage. The figures of the casualties showed that the experiment was promising well, and if anybody could show him a better method than the one he was pursuing he would be glad to know it.

Motion in the House of Lords.

THE EARL OF KINNOULL asked what regulations, if any, were to be introduced with regard to the use of the crossings by pedestrians, and moved for progress. He said that, as he understood it, although he might be wrong, if a pedestrian loitered at a crossing, he could be " pinched " and fined 40s. If, however, the pedestrian was a few yards outside the crossing, he was liable to no fine. That, it was urged, was an anomalous position. It would be far better to fine people who did not use the crossings rather than those who did. The placing of crossings in front of omnibus stops so that drivers and pedestrians were unable to see each, and other difficulties attendant upon the use of the crossings were also alluded to. THE EARL OF PLYMOUTH, replying for the Government, said that the acid test must be whether the crossings would have the effect of lessening the number of accidents on the roads and quoted figures which he described as encouraging. The number of persons killed in the Metropolitan Police District during the quarter ended 30th September, 1934, averaged daily 3.7, as compared with 4.1 during the corresponding period of the previous year. Comparison of the same two periods showed a reduction of 584 in the number of pedestrians injured. Lord PLYMOUTH defended the beacons on the ground that experience had indicated that studs alone were not sufficiently visible and stated that out of the twenty pedestrians killed in the Metropolitan district on the previous quarter, not one lost his life at a pedestrian crossing. The motion was, by leave, withdrawn.

Six Months' Figures.

THE Minister of Transport stated recently that during the period between 11th June and 1st December, inclusive, 499 accidents, involving injury to pedestrians or others, occurred on pedestrian crossing places in the Metropolitan Police District and the City of London. Two hundred and thirteen of the accidents occurred at controlled and 286 at uncontrolled crossings. " I am informed," the Minister wrote when giving the aforesaid information, " by the Commissioners of Police of the Metropolis and the City of London that during the period proceedings in relation to the driving of vehicles at pedestrian crossings have been authorised in 190 cases. No proceedings against pedestrians have been authorised. In addition I am informed that some thousands of drivers have been warned by the police for infringements of the regulations and large numbers of pedestrians have been reminded of the need for compliance and the desirability of using the crossings."

Road Accident Statistics.

THE value of statistics depends almost entirely upon the competence of the compiler, not, of course, in collecting the necessary information, which is merely a matter of routine, but in a capacity to take an exhaustive and comprehensive view of the problem being tackled and in deciding what information shall be tabulated as relevant to its solution. Two recent letters to *The Times* illustrate these points in relation to the problem of road accidents. Lord MACCLESFIELD,

Chairman of the Highways Committee, Oxfordshire County Council, suggests that the official figures published week by week in the Press, comparing the fatality rates in different areas on the basis of population are positively misleading, and that the criterion should be that of traffic intensity measurable by reference to the latest census. The widely divergent results which would follow the adoption of the latter as the true criterion is illustrated by the fact that Oxfordshire, where the fatality to population rate for the last few months was 86 per cent. above the average rate for the sixteen counties in the eastern road division, had during the same period a casualty rate, measured as a proportion of the total traffic borne on the county roads, some 12 per cent. below the average for the same counties. Lieut.-Col. J. A. A. Pickard, the General Secretary of the National "Safety First" Association, intimated by a letter to *The Times* a few days later that the Association fully endorsed this view. Places such as Blackpool and Brighton, he wrote, cannot fairly be compared with other centres on the basis of their permanent populations; nor can a traffic hub such as Birmingham be compared with populous centres which are situated away from the main traffic arteries. Both letters contain other important matter with which it is not possible to deal at this juncture. Enough will have been said to emphasise the point that if information is to be collated with a view to reducing the toll of the road it should be prepared on a sound basis and should be full enough to enable conclusions of real value to be drawn. In this connection it is satisfactory to learn that the coming traffic census for Greater London is likely to be of a more detailed character than any which have gone before it.

The Tithe Commission.

In the course of further evidence given before the Royal Commission on tithe rent-charge, reference was made recently to a resolution passed by the Worcestershire branch of the Central Landowners' Association, subsequently supported by the Cheshire, Staffordshire and Pembrokeshire branches, urging the repeal of the Tithe Act, 1925, and the introduction of a new Act embodying the principle of variation. When agriculture was prosperous the tithe-owner should share the benefit and when it was in distress, as at present, they should bear their share of that distress. Following out the principle, it was suggested that the index number of prices compiled by the Ministry of Agriculture should form the basis of calculation, and that the amount to be paid should be reckoned on the average of the monthly index figures of the preceding year. Mr. A. J. Burrows, past president of the Auctioneers' and Estate Agents' Institute and senior partner in the firm of Knight, Frank and Rutley, supporting a statement of evidence on behalf of the institute, said that unforeseen conditions had proved the stabilisation figure of £105 to be too high. A new figure might be based on an amended agricultural index number, regard being had to cost of production and all other relevant factors. It was suggested, alternatively, that the figure should be computed on the official average prices of corn over a period not exceeding the previous seven years, which—it was intimated—the institute understood would give a value of £86 10s. 0½d. Tithe should again become a yearly variable payment. The institute is of opinion that the rating of the tithe should be reconsidered, and that it should not be rated where it arises from de-rated land. Any resulting loss should be made good by a government grant.

The Multiplication of Cinemas.

In a foreword to a pamphlet recently distributed to local authorities by the Cinematograph Exhibitors' Association, the secretary, Mr. W. R. Fuller, alludes to the undesirability of increasing the number of cinemas in districts well provided with them. It is, he writes, no satisfaction to the industry to see the investing public lose money in cinemas that are obviously doomed to failure. A form of speculation which it is desirable to check are the schemes emanating from architects and builders who have no permanent attachment to the industry. With local money a cinema is built and then sold or leased to someone who is impressionable enough to take it over. The promoters take their money and then look for another site. In the course of an opinion concerning the justices' powers to refuse to grant licences for new cinemas, Mr. W. E. Tyldesley Jones, K.C., mentions the fact that in granting a new licence to sell beer under the Wine and Beerhouse Act, 1869, the number of existing houses in the neighbourhood may be taken into consideration, and suggests that the same principle may apply in the granting of licences under the Cinematograph Act, 1909. "If I am right as to this," he continues, "I can see no objection to the authority announcing that in future, in considering whether in the public interest an application for a new cinematograph licence should be granted, they will have regard, among other things, to the number of existing cinemas in the neighbourhood. Such an announcement will, of course, make it possible for an applicant for a licence to test the question if he so desires by applying for a *mandamus* directed to the authority to hear and determine his application for a licence on the ground that the authority have taken into consideration matters which they are not entitled to consider."

The Firearms Report.

That "men do their broken weapons rather use than their bare hands" is echoed in the report of the Departmental Committee on the Statutory Definition of Firearms and Ammunition published on 18th December. "We recognise," says the report, "that no scheme of control can make it impossible for determined criminals to obtain possession of firearms and ammunition or for careless persons to inflict injuries on themselves and others." The Committee considers, however, that the Firearms Act, 1920, has been highly successful, "so far as it is reasonably possible by legislation and executive measures to reduce the risk of such evils." No substantial alteration of the law is recommended. Section 6 of the Firearms Act, 1920, forbids the manufacture, sale or possession of weapons designed to discharge or ammunition designed to contain any noxious liquid gas or other thing, without the authority of the Admiralty, the Army Council or the Air Council, and it is suggested that the words "any poisonous or noxious substance, whether solid, liquid or gas" should be substituted for "noxious liquid, gas or other thing." It is also proposed that the manufacture, sale and possession of "continuous fire" small arms, which are, in effect, small machine-guns, should be totally prohibited, unless authorised by the Admiralty, the Army Council or the Air Council. It should be made a specific offence, according to the report, to shorten, without lawful authority or excuse, the length of a smooth bore shot-gun to less than 20 inches, the only result of the shortening being to render it easy of concealment. It should also be made a specific offence to alter or adapt for use as a firearm any type of toy, safety or imitation pistol, but the prohibition or restriction of safety pistols, the report states, is not justified. No relaxation is recommended with regard to the statutory provisions in regard to ·22 rifles, and all smooth bore weapons of whatever calibre, the barrels of which are less than 20 inches in length, measured from the muzzle to the point at which the charge is exploded, whether adapted for firing from the hand or fitted with shoulder firing extensions, should be subjected to the control of the statute. It is also recommended that firearms dealers should pay annual registration fees. That the Government is alive to the dangers inherent in the uncontrolled use of firearms or anything with the appearance of firearms is obvious from the passing of the Firearms and Imitation Firearms (Criminal Use) Act, 1933, and the law-abiding public will not be unwilling to have the law on this important subject tightened up.

The Law of Client Accounts.

THE Solicitors' Accounts Rules, 1935, made under the Solicitors Act, 1933, came into operation on the 1st January, 1935. They concern every member of the solicitors' profession who practises on his own account, for they lay down a code of practice to be observed by solicitors in respect of clients' moneys in, or passing through, their hands and introduce a procedure designed to secure the observance of this code. Being intended, however, to establish an uniform settled practice and by this means to secure the fullest public trust and confidence in the profession, the Act and Rules are directed to prescribing a course of conduct befitting a solicitor as a member of his profession and not to defining the correlative rights and obligations subsisting between the solicitor and other persons who are interested in the moneys to which the Rules relate. On the other hand, the law administered by our courts is concerned to establish and to protect or enforce these correlative rights and obligations. The two aspects from which the practice with regard to clients' moneys may be viewed can, perhaps, be conveniently contrasted by saying that the Solicitors Act, 1933, and the Rules thereunder define a solicitor's "professional obligations," while the law administered by our courts establishes his "correlative obligations." The object of this article is to deal shortly with these "correlative obligations" of a solicitor towards the persons (who, for present purposes, are the client and the bank) legally interested in the money in question, and to contrast with them his "professional obligations," and by this means to assist readers in forming an appreciation of the legal position with regard to the matters dealt with in the Solicitors' Accounts Rules, 1935.

THE CORRELATIVE OBLIGATIONS.

1. *Books of Account.*—Apart from any statutory regulation or special agreement, a solicitor through whose hands a client's moneys had been passing was under a legal duty to that client to keep such records as would enable him at any time to render a full account of those moneys to the client. Lord Eldon tersely summarised this obligation in the words "It is the business of the attorney to keep his client's accounts": *Matthews* v. *Wallwyn*, 4 Ves. 118, at p. 125, quoted in *Cheese* v. *Keen* [1908] 1 Ch., at p. 251. Moreover, in law, it was not a sufficient answer to a claim by a client for an account that the solicitor should offer to pay a gross sum, even though that sum in fact exceeded the amount due (*Collyer* v. *Dudley*, Turn. & R. 421), for it was the first duty of a solicitor, like any other accounting party, to be constantly ready with his accounts: *Pearse* v. *Green*, 1 Jac. & W., at p. 140; *Lord Hardwicke* v. *Vernon*, 14 Ves., at p. 510.

2. *Accounts with Banks.*—Apart from any statutory regulation or special agreement, the legally proper course to be followed by a solicitor who found himself in possession of a client's money, which he was obliged for the time being to retain, was to pay it into a separate banking account, which might be opened in the solicitor's name, and to earmark the money by the addition of words to the title of the account, as, e.g., "for the credit of" the client. This course was laid down as correct, so long ago as the year 1825, by Abbot, C.J., in the case of *Robinson* v. *Ward*, 2 C. & P. 59. In this case the proceeds of sale of a client's property were received by an attorney, who paid the identical notes into his own banking account, on which he was in credit; before, however, it was possible to ascertain the exact amount belonging to his client, as certain charges had to be settled and paid, the bank failed, and for the consequential loss the attorney was held liable to his client. The decision proceeded on the ground that the attorney had not fully performed his duty to his client, because he had not paid the money into a separate earmarked account, but had mixed it with his own (which, of course, was also lost) in his own banking account.

3. *The Banker's Rights.*—In general a bank taking money in payment of a debt due from a customer is not bound to inquire into the manner by which the customer acquired the money (*Thomson* v. *Clydesdale Bank Ltd.* [1893] A.C., at p. 287). Further, if a customer has several accounts with one bank, some of which are in credit while others are not, the bank may, as a general rule, set-off the amount due from the customer on the accounts which are not in credit against any amounts due to the customer on the other accounts. Neither of these rules, however, applies where the bank knows that money standing to the credit of a particular account is not the customer's money, and is not money with which he is entitled to deal as his own (see [1893] A.C., at p. 290, per Lord Watson and *ex parte Kingston*, L.R. 6, Ch. 632); and the most convenient method of securing evidence that a bank has such knowledge is, perhaps, so to word the title of the account as to afford the requisite information.

Applying these principles to the particular case of a solicitor-customer (to which particular case the decision in *T. & H. Greenwood Teale* v. *W. Williams Brown & Co.*, 11 T.L.R. 56, shows that they are applicable) it becomes apparent that a solicitor by merely paying clients' moneys to his own bank account subjects their moneys to the rights over that account which the bank may have against him as customer, and also that, by opening and paying clients' moneys to a separate account in his own name without clearly notifying the bank that money credited to that account is not to be treated as his own, he subjects such money to the rights over that account which the bank may acquire against him as customer in respect of transactions on other accounts. This provides a reason why, in law, a solicitor's proper course in the circumstances mentioned in para. 2 above, was to pay the money into a *separate earmarked account*; for, if the solicitor did not adopt that course, it followed "that if the bankers had any account with him by way of set-off, that set-off would affect equally his money, and the money of the estate paid into his account; they have no notice that it belongs to the estate; the account is between him and them" (*Massey* v. *Banner*, 1 Jac. & W. 241, per Lord Eldon, at p. 248).

THE PROFESSIONAL OBLIGATIONS.

The meaning which is here attributed to the term "professional obligations" has been explained at the commencement of this article, but it may be convenient to repeat that explanation very briefly. The object with which The Law Society promoted the Solicitors Act, 1933, was "to secure greater public trust and confidence in the profession" (see Sir E. R. Cook's foreword to "Cordery's Law relating to Solicitors," 4th ed., p. ix). Accordingly, the rules under that Act have been framed with the purpose of defining a course proper to be pursued by a solicitor as a member of his profession, and are not primarily intended to vary or codify the obligations which, as a matter of contract or fiduciary relation, a solicitor may owe to his client. The term "professional obligations" is here used to distinguish the obligations imposed under the Solicitors Act, 1933, from the "correlative obligations" which may be owed in law to persons between whom and the solicitor there is some legal relationship.

A. *Books of Account.*—The Solicitors' Accounts Rules, 1935, in effect oblige a solicitor to keep such records as may be necessary to show and distinguish, in connection with his practice as a solicitor, between receipts and payments on account of his clients and on his own account. A comparison of r. 1, which imposes this obligation, with the obligation established by the cases mentioned in para. 1 of this Article shows, it is thought, that the professional obligation thus imposed on solicitors as from the 1st January, 1935, amounts to nothing more than a precise declaration of the duty which, as a matter of contract, they already owed to their clients.

B. *Accounts with Banks.*—The Solicitors' Accounts Rules, 1935, in effect, oblige a solicitor, who is to retain control of a

client's money, to adopt one of two courses, namely, either (i) to pay the money into a separate account opened with a bank in the name of the client or the client's nominee (r. 5 (*b*)), or (ii) to pay the money into a " client account " as defined in r. 2, i.e., an account kept in the name of the solicitor in the title of which the word " client " must appear.

(i) A comparison with para. 2 of this article shows that the professional obligation of a solicitor adopting course (i) not only fully satisfies but also exceeds his correlative obligation, since the separate account is to be opened in the name of the client or his nominee. It is suggested that the Rules do not contemplate a solicitor being nominated by his client for the purpose of r. 5 (*b*), since the nomination might not be made by the client " for his own convenience," so that, if it were effective, a nomination under r. 5 (*b*) might afford a means of evading r. 5 (*a*). The point is only mentioned here because, if a solicitor can be the nominee of the client under r. 5 (*b*), payment of the client's money to an account opened in the solicitor's name, he being the client's nominee, would not constitute a complete discharge by the solicitor of his correlative obligation.

(ii) A comparison with para. 2 of this article shows that, although a solicitor adopting course (ii) discharges his professional obligation, he does not apparently thereby discharge his obligation to his client, since a " client account " is not necessarily an account which is solely devoted to the moneys of a particular client and for his credit alone. As, however, has been pointed out in para. 3 of this article, one reason (perhaps the chief reason) why a client's money ought, in discharge of the solicitor's correlative obligation, to be paid into a separate account *earmarked to the particular client*, was that this course prevented the bank from acquiring rights over moneys in that account in consequence of the solicitor's dealings on other accounts with the bank. This reason does not apply to " client accounts," since the Solicitors Act, 1933, provides by s. 8 (2), that the bank shall not " in respect of any liability of the solicitor to the bank, not being a liability in connection with the account " obtain any right against moneys standing to the credit of an account for clients' moneys. Accordingly it is suggested that the Solicitors Act, 1933, has indirectly ensured that payment by a solicitor of his client's moneys to a " client account " shall fulfil not only the solicitor's professional obligation in respect of such money but also his obligation to his client.

C. *The Client.*—Finally, mention should, perhaps, be made of the definitions of the word " client " respectively adopted by the Solicitors' Accounts Rules, 1935, r. 8, and by the Solicitors Act, 1933, which Act provides, by s. 9 (2), that it is to be construed as one with the Solicitors Act, 1932, and thus incorporates the definition of " client " given in s. 81 of the latter Act. For the purposes of comparison, these two definitions are set out below :—

> Section 81 (1). In this Act, unless the context otherwise requires, . . . " Client " (except in relation to non-contentious business) includes any person who as principal or on behalf of another person retains or employs, or is about to retain or employ, a solicitor, and any person who is or may be liable to pay a solicitor's costs . . .
>
> Rule 8. In these Rules, unless the context otherwise requires, . . . " Client " means any person or body of persons, corporate or unincorporate, on whose behalf a solicitor in connection with his practice receives money . . .

Although, generally speaking, a " client " within s. 81, *supra*, is a person between whom and the solicitor the relationship of solicitor and client legally exists, r. 8 does not have regard to the question whether any privity by employment subsists between the solicitor and his " client." Moreover, r. 8 concludes with the words that " other expressions in these Rules shall have the meanings assigned to them by s. 81 of the Solicitors Act, 1932," which seem to imply that power exists by rule to vary the definitions adopted by the Solicitors Acts. It is suggested that such variations are only valid in law if they attribute to a particular word a meaning narrower than that given to the word in the Solicitors Acts. Having regard to the words " in connection with his practice " occurring in r. 8, it must be improbable that a case will arise when a person is a " client " within that rule without also being a " client " within s. 81 ; if such a case does arise the validity of the definition adopted by r. 8 may be called in question, since " you may canvass a rule and determine whether or not it was within the power of those who made it " (*Institute of Patent Agents* v. *Lockwood* [1894] A.C., at p. 360).

The variation in the definition adopted by the Solicitors' Accounts Rules, 1935, emphasises, however, the fact that the definition of " client " in the Solicitors Act, 1932, distinguishing as it does between contentious and non-contentious business, is not really appropriate for the purposes of the Solicitors Act, 1933.

Married Women:

LAW REVISION COMMITTEE'S REPORT.

Among the matters to be considered by the Law Revision Committee set up on 10th January, 1934, were the liability of a husband for the torts of his wife and the liability of a married woman in tort and contract, including the form of judgment in *Scott* v. *Morley* (1887), 20 Q.B.D. 120, which directed that the amount recovered with costs should be payable out of a married woman's separate property and not otherwise. It was, moreover, ordered that execution be limited to the separate property not subject to any restriction against anticipation unless such restricted property was liable under s. 19 of the Married Women's Property Act, 1882. The leading case on the former question is *Edwards* v. *Porter* [1925] A.C. 1, where it was held that a husband is liable to be sued with his wife for a tort committed by her during coverture, notwithstanding the provisions of the Married Women's Property Act, 1882.

In its recently published Fourth Interim Report (Cmd. 4770, Stationery Office, 3d.), the Committee recommends that the law should be altered in order to ensure " (*a*) that a husband shall no longer be liable to be sued or made responsible for his wife's ante-nuptial debts, or contracts, or wrongs, or for any wrongs committed by his wife during marriage ; (*b*) that the peculiar characteristics and consequences of the institution of the married woman's ' *separate property* ' shall be eliminated from the law, so that in her ownership and enjoyment of her property she shall be in the same position as an unmarried woman or a man ; (*c*) that with regard to her capacity to contract, to her right to sue, to her liability to be sued in any civil proceedings, whether in contract, or tort, or otherwise (including liability for costs), or to be made bankrupt, and to the enforcement of judgments against her, a married woman shall in all respects be in the same position as an unmarried woman or a man ; and (*d*) that in any future settlement it will be illegal to create a restraint upon anticipation."

The report deals with the modification of the common law by the equitable doctrine of the separate use designed to protect a married woman against her husband, and effected first through the medium of trustees, and later, without them. A consequence of this was a limited power on the part of the married woman of entering upon engagements, equity which intervened to secure her enjoyment of the separate property compelling her to make good engagements entered into expressly or impliedly on the faith of her possession of such. In this way she incurred, however, a proprietary and not a personal liability. The Married Women's Property Act, 1882, applied the notion of separate property to cases where no settlement existed. " Shortly stated," in the words of the report, " it was provided that every married woman should

be capable of acquiring, holding and disposing, by will or otherwise, of any real or personal property *as her separate property* in the same way as if she were a *feme sole, without the intervention of any trustee*; that she should be capable of entering into and making herself liable in respect of, and to the extent of, her separate property, on any contract, and of suing and being sued in contract or in tort, in all respects as if she were a *feme sole* '*and her husband need not be joined with her as plaintiff or defendant*'; any costs or damages recovered by her should be her separate property, and any damages and costs should be payable out of her separate property and not otherwise."

The Committee considers that a married woman's liability under a judgment should not be merely proprietary (i.e., limited to her separate property acquired, or to be acquired, within the meaning of the Married Women's Property Act, 1893) but personal. The form of judgment in *Scott* v. *Morley* would then no longer be appropriate. It would follow, also, that a married woman could be made bankrupt on a judgment debt (and not only as at present when trading: Bankruptcy Act, 1914, s. 125), and would become amenable to the jurisdiction under the Debtors Act, 1869.

With regard to a husband's liability for a wife's torts the Committee agrees with the view expressed by Moulton, L.J., in *Cuenod* v. *Leslie* [1909] 1 K.B. 880, and by Lord Cave and Lord Birkenhead in *Edwards* v. *Porter, supra*, that it was neither the intention nor the true construction of s. 1 of the Married Women's Property Act, 1882, that a husband could be made liable for his wife's torts committed during coverture. Whatever may be the explanation of the decision in the case last mentioned, the Committee is of opinion that it should be made clear by legislation that a husband, as such, is under no liability for his wife's torts, and that the limited degree of liability imposed upon him in respect of his wife's ante-nuptial debts, contracts and wrongs should also be abolished.

With regard to the "restraint upon anticipation," the Committee has considered whether it should be preserved in its present form, or whether the court should be given wider powers to modify it in proper cases, or whether it should be abolished altogether. In arriving at the last of these conclusions the Committee intimates that the continuance of the restraint upon anticipation is no longer consistent with the present position of married women to whom alone it applies. It should therefore be abolished by legislation as regards all settlements, whether made by deed or will, which take effect after such legislation comes into force or after such later date as may be provided by it. The adoption of this recommendation would not, of course, prevent settlements upon protective trusts in favour of married women.

The Committee, while expressly refraining from making any substantive recommendations on the point as beyond its terms of reference, draws attention to the hardship caused by the fact that "profits" of a married woman living with her husband are deemed for income tax purposes to be the "profits" of the latter. If the married woman is to be placed in regard to her property and contractual capacity in the same position as a *feme sole* the Committee states: "it is at least worthy of consideration" whether, in effect, the proviso to r. 16 of the General Rules under the Income Tax Act, 1918, should not be repealed.

GENERAL COUNCIL OF THE BAR.

The Annual General Meeting of the Bar will be held in the Inner Temple Hall on Wednesday, 16th January, at 4.15 o'clock. The Attorney-General will preside.

Any member of the Bar shall be at liberty to bring forward for discussion at the Annual General Meeting any resolution, provided that notice thereof shall have been given in writing to the Secretary of the Council not less than seven clear days before the day of meeting, and that in the opinion of the Executive Committee of the Council such resolution is a matter of general interest to the Bar.

Company Law and Practice.

Preliminary Expenses.

Before a company is incorporated and in a position to commence business there are usually many persons who, in different ways, have helped with its formation; and it is not unusual to discover that the relationships between such persons and the new company are matters of some conjecture. There are few promoters sufficiently philanthropic to forgo repayment to them by the company of moneys they have expended in connection with its formation; from the company's point of view, it requires, or should require, to be well satisfied of the correctness of its paying, after incorporation, expenses incurred by such persons in procuring its corporate existence.

The first point for the consideration of the practitioner is: What are preliminary expenses? It is not possible accurately to enumerate the various items which can be comprised under that heading, but guidance in this matter may be obtained from the majority of text-books on company law; and therefore I do not propose to consider this point further, but to refer my readers to such books when doubtful circumstances arise for them to decide.

The memorandum of association usually gives the company power to pay preliminary expenses, but there is authority for the proposition that, even where no such power is given (and this is quite distinct from the liability of the company to pay) the company is justified in making such payments: see *Metropolitan Coal Consumers' Association* v. *Scrimgeour* [1895] 2 Q.B. 604.

That being so, our primary question is when the company is under the liability to pay its preliminary expenses; and here the case of *In re English and Colonial Produce Company Limited* [1906] 2 Ch. 435, is of assistance. In that case a solicitor, acting upon the instructions of persons who afterwards joined the board of a company then about to be formed, prepared the memorandum and articles of association of the company and paid the fees for its registration. Buckley, J., and the Court of Appeal held that he was not entitled to recover from the company the costs of the preparation of the memorandum and articles. Romer, L.J., at p. 442, said: "In my opinion, with respect to a solicitor's claim for costs for work done by him in relation to the formation of a company which is subsequently formed, in order to substantiate a claim against the new company for his costs as solicitor he must establish a legal claim against the company either on his own behalf or on behalf of some person or persons in whose shoes he is entitled to stand. If he cannot do that he cannot succeed, in my opinion, in establishing a claim on what are called equitable grounds." These alleged "equitable grounds" I will deal with in a moment.

Buckley, J., held also in this case that as the company was under a statutory liability to pay the registration fees, the solicitor was entitled to recover those fees from the company. There was no appeal upon this point, so that the Court of Appeal had no opportunity of giving an opinion. If it had had that opportunity, it is, I think, very probable that the judgment of Buckley, J., on this point would have been reversed, as it was overruled in 1908 by the case of *In re National Motor Mail-Coach Company Limited; Clinton's Claim* [1908] 2 Ch. 515. From this case, the mere fact that a promoter pays the registration fees and ad valorem stamp duty on the registration of a company, does not in itself entitle him to recover them from the company. Swinfen Eady, J., considered this part of the opinion of Buckley, J., in *In re English & Colonial Produce Company Limited, supra*, had reference only to the particular facts of that case, and it was not intended to lay down any general principle: *Clinton's Claim* was decided on the broad principle that, if A voluntarily pays B's debt, B is under no obligation to repay A. "There must be a previous request, express or implied, to raise such

an obligation, and in this respect I can see no difference between the discharge of a statutory liability and the discharge of a contractual liability" : per Swinfen Eady, J., at p. 520; see also s. 313 of the 1929 Act, which imposes these statutory fees.

To revert to the "equitable grounds" for payment of such alleged debts by the company, mentioned by Romer, L.J., in *In re English & Colonial Produce Company Limited, supra*, the learned Lord Justice said, at p. 442 : "The idea that a company merely because it has obtained the advantage of the solicitor's work done before the formation of the company is liable in equity for the costs of that work seems to me wholly untenable. In my opinion there is no such equity, and any claim based upon it ought to fail." Lord Coleridge, C.J., observed in *Melhado* v. *The Porto Alegre, New Hamburgh, and Brazilian Railway Company* (1874), L.R. 9, C.P. 503, ". . . it does seem just, in general, if a company takes the benefit of the work and expenditure by which its existence has been rendered possible, and voluntarily comes into existence on the terms that it shall be liable to pay for such work and expenditure, that a cause of action should be given. I can find, however, no legal principle upon which such an action can be maintained." This supposed equitable right was condemned also in *In re Rotherham Alum and Chemical Company*, 25 Ch. D. 103, by the Court of Appeal and in several other cases. It cannot proceed upon the ground of ratification of a contract made between the promoters, and certain persons before the existence of the company, which the directors had authority to ratify on behalf of the company, since, as the company was not in existence at the date of that contract, it could not be ratified by the company : *Kelner* v. *Baxter*, L.R. 2, C.P. 174.

There must be a contract between the promoters and the company if it is to the company that the promoters look to recoup them the amount they have expended in preliminary expenses. Therefore, it follows that even if the memorandum or articles authorise or direct the company to pay or to adopt any agreement which puts it under the liability to pay such expenses, the promoters have no right of action against the company after its formation, unless and until, in pursuance of the memorandum or articles, the company does so agree to pay or to adopt the agreement. This proposition is supported by (*inter alia*) the two cases to which I have already made reference, namely, *Melhado* v. *The Porto Alegre, New Hamburgh, and Brazilian Railway Company*, and *In re Rotherham Alum and Chemical Company*. Nor can the promoters, in such a case, allege that the articles constitute a contract between them and the company for, as they are mere outsiders, this is not the case : *Eley* v. *Positive Government Security Life Assurance Company*, 1 Ex. D. 20, 88. If Table A is adopted, that portion of cl. 67 which reads : "The business of the company shall be managed by the directors, who may pay all expenses incurred in getting up and registering the company . . ." would therefore appear (as it stands) to give those persons who have already paid such expenses no rights of action as such against the company in respect thereof. It merely amounts to an authority to the directors to pay the same ; but not, of course, such expenses as it would be *ultra vires* the company to pay.

An additional point is that, when clauses referring to a proposed agreement are inserted in the memorandum and articles, and the directors are empowered to execute it, and carry it into effect, the directors are still under the obligation to exercise a proper discretion and judgment upon the merits of the contract, even though it be one for the express carrying out of which the company has been formed.

Mr. Horace Lavington Evans, solicitor, of Clifton, Bristol, left estate of the gross value of £60,637, with net personalty £56,205. He left £200 to the National Canine Defence League ; £200 to the International League Against the Export of Horses for Butchery.

A Conveyancer's Diary.

Assents by Personal Representatives of Surviving Trustee.

I HAVE received a letter from a correspondent, who is generally well-informed, which again raises the question whether the personal representative of a surviving trustee may use an assent instead of a conveyance for the purpose of vesting the trust property in the persons beneficially entitled.

My correspondent, who is a well-known conveyancer, says : "*Re* A.E.A., 1925, s. 36. We have all been assuming that this section applies to assents by the personal representatives of a deceased trustee."

I must cavil at that "we all." Certainly I have never held that opinion. Really, my learned friend ought to read "A Conveyancer's Diary"! If he had done so methodically he would have found that this (with other) problems of complexity in our modern conveyancing has already been dealt with in this column, and would not be so ready with his "we all." See, for example, 77 SOL. J. 723.

Nevertheless, apart from the quite inexcusable ignorance displayed by my learned correspondent of the view which I have stated on the subject, I must admit that there appears to be some confusion about it, and I take the opportunity afforded by his letter of trying to clarify the position.

Now, so far as I can discover, an assent can only be given by a personal representative (*a*) under s. 36 of the A.E.A., 1925, or (*b*) under the S.L.A., 1925, s. 8 (1). I can find no other authority for that form of conveyance.

The question with which I am immediately concerned is whether the personal representative of a sole or a surviving trustee for sale can assent to the trust property vesting in the persons entitled to call for a conveyance thereof.

That depends upon the provisions of s. 36 of the A.E.A., 1925.

In the first place it may be material to observe that s. 36 of the Act is one of the sections of Pt. III which bears the heading, "Administration of Assets," and appears solely to be concerned with the assets to which a deceased person was beneficially entitled at the time of his death. That, in itself, would not, perhaps, be of much moment having regard to the way in which unlooked-for provisions are to be found under misleading headings in the 1925 legislation and subsequent amendments of it.

We must, therefore, consider what s. 36 really enacts regarding assents, bearing in mind that an assent in lieu of a conveyance can only operate, so far as real estate is concerned, in so far as it is made operative by statute.

The section enacts :—

"(1) A personal representative may assent to the vesting in any person who (whether by devise, bequest, devolution, appropriation or otherwise) may be entitled thereto, either beneficially or as a trustee or personal representative, of any estate or interest in real estate to which the testator or intestate was entitled or over which he exercised a general power of appointment by his will, including the statutory power to dispose of entailed interests, and which devolved upon the personal representative.

"(2) The assent shall operate to vest in that person the estate or interest to which the assent relates, and, unless a contrary intention appears, the assent shall relate back to the death of the deceased."

I need not refer to the other sub-sections.

It is plain, therefore, that an assent is effective if given in respect of any estate or interest in real estate "to which the testator or intestate was entitled or over which he exercised a general power of appointment by his will."

The material words are "to which the testator or intestate was entitled." It appears to me to be quite plain that those words mean "to which the testator or intestate was *beneficially*

entitled." If not, as I have said before, I do not see what meaning is to be attached to them. That view is emphasised by the addition of the words " or over which he exercised a general power of appointment by his will," which seem to show that the property to which the sub-section applies is the testator's own property or such as he could dispose of in any way which he chose. That could not apply to property vested in him as a trustee.

Then it must be noticed that the sub-section proceeds "including the statutory power to dispose of entailed interests." Those words would be quite unnecessary if it had been intended that the power to assent applied to all property vested in the testator whether beneficially or not.

The inevitable conclusion, therefore, is that s. 36 of the A.E.A. does not confer upon the personal representative of a sole or surviving trustee the power to convey the trust property by means of an assent.

There is an exception to this, however, which is provided by the S.L.A., 1925, with regard to conveyances by the personal representative of a deceased tenant for life. I say an exception, because, of course, a tenant for life is a trustee under that Act, but the power to convey by means of an assent is in that case especially provided for, which would not have been necessary if s. 36 of the A.E.A., 1925, was intended to apply to trust estates.

Section 6 of the S.L.A., 1925, enacts that where a settlement is created by will (*a*) the will is for all the purposes of the Act a trust instrument and—

> " (*b*) the personal representative of the testator shall hold the settled land on trust, if and when required to do so, to convey it to the person who, under the will, or by virtue of this Act, is the tenant for life or statutory owner . . ."

Section 7 deals with the procedure on change of ownership. I need only quote sub-s. (1), which reads :—

> " If, on the death of a tenant for life or statutory owner, or of the survivor of two or more tenants for life or statutory owners, in whom the settled land was vested, the land remains settled land, his personal representatives shall hold the settled land on trust, if and when required to do so, to convey it to the person who under the trust instrument or by virtue of this Act becomes the tenant for life or statutory owner . . ."

Then follows s. 8 (1), which is important for our present purpose :—

> " A conveyance by the personal representatives under either of the last two preceding sections may be made by an assent in writing signed by them which shall operate as a conveyance."

There are, therefore, special provisions made for the use of an assent, instead of a conveyance in the ordinary form, by a personal representative of a deceased tenant for life or statutory owner. Such provisions would have been unnecessary if s. 36 of the A.E.A., 1925, enabled every personal representative, upon whom a trust estate devolved, to convey by an assent; and the very fact that it was thought that such special provisions should be made for that particular class of trust estate goes to show that the Legislature did not contemplate that all trust estates devolving upon a personal representative might be conveyed in that way.

It follows that the personal representatives of a sole or surviving trustee for sale cannot assent in place of a conveyance —nor can a bare trustee who holds, say, for a charity or for an individual.

I know that it has sometimes been done, perhaps more frequently than I think, but I cannot see that such an assent can be effectual to pass a legal estate.

WOMAN K.C. FOR ONTARIO.

In a list issued on the 21st December, 1934, of eighty-two King's Counsel for Ontario appointed on the recommendation of the new Liberal Government is the name of Miss Helen Kinnear, of Port Colborne, Ontario.

Landlord and Tenant Notebook.

Unforeseen Changes in Statute Law.

Legislative measures which upset the calculations of landlord and tenant sometimes make some provision for mitigating those consequences. The Factory and Workshops Acts of 1891 and 1901 afford good examples. Section 7 (2) of the former, and ss. 7 (4) and 14 (4) of the latter, dealing with improvements ordered to render factories, etc., safe, leave it to the local county court judge to decide how much of the expense should, according to what he considers just and equitable, be borne by each party to a lease. The London Building Act (Amendment) Act, 1905, s. 20, applies the same principle. The meaning of this provision was interpreted in *Monro* v. *Burghclere* [1918] 1 K.B. 291; the reference to equity implies a power to relieve against hardship, but justice demands that if the change in the law was not uncontemplated a covenant covering the new burden should be duly enforced.

Another method adopted by Parliament is to provide for a sudden determination of the lease. This, as one would expect, is what may happen when a demolition order or clearance order is made under the Housing Act, 1930. Here the grant or refusal of an application (which either party may make) to determine is again in the discretion of the county court (s. 40), which also has to decide upon terms in the event of granting the application, and is then directed to consider the provisions of the lease as well as " other circumstances." The summary determination method is also used by the Factory Act, 1901; by s. 101 occupiers of underground bakehouses let as such and suffered to continue subject to approved structural alterations being effected might apply to the local police court either for an order apportioning the cost or for an order determining the lease.

Licensing law knows yet a third device. The consolidating enactment of 1904 introduced the principle of " redundancy," by virtue of which the licences of many ancient beerhouses, granted *primâ facie* immortality by the Wine and Beerhouse Act, 1869, lost that privilege. The softening of the blow in this case takes the shape of monetary compensation. But the relationship of landlord and tenant is not interfered with, nor are the relations between any particular landlord and tenant modified. In *Blum* v. *Ansley* (1900), 64 J.P. 184, the intending tenant of a public-house had found that a covenant to use the premises as a licensed public-house only as long as the necessary licence could be obtained did not help him when the licence was forfeited six months before his fifty-year term commenced. And the limits of the doctrine of giving effect to what parties contemplate but do not express were strikingly illustrated a few years later in *Grinsdick* v. *Sweetman* [1909] 2 K.B. 740.

In that case the tenant of a house which had been a beerhouse since before 1869, but which had lost its licence under the new " redundancy " provision, tested his position by withholding rent. Needless to say, his defence was based on the rule in *Taylor* v. *Caldwell* (1863), 3 B. & S. 826, a decision always invoked when plans miscarry. Indeed, those who remember the vividness of contemporaneous posters will appreciate that many regarded the 1905 measure as in the nature of a conflagration. In support of his contention that the premises were, in the contemplation of both parties, let as a beerhouse just as the premises in *Taylor* v. *Caldwell* were let as a lecture hall, the defendant was able to point to a covenant to continue them as a beerhouse and conduct them in a proper and orderly manner and safeguard the justices' certificate, to a covenant not to permit them to be used otherwise, and to a covenant not to alter internal arrangements or external appearance. The word " beerhouse " also appeared in the parcels; but it was followed by " and premises with the bakehouse in the rear," and this helped, if help were necessary, to explode the tenant's

argument. It was, indeed, a case in which there was partial and not total failure of consideration. Darling, J. (as he then was), expressed the position by pointing out that a chapel licensed for the solemnisation of marriages did not cease to be a chapel on the withdrawal of the licence; and, if the comparison appears a bit far-fetched, it must be conceded that the difference is essentially one of degree. As regards the alleviation provided for by the legislature, the tenant had been awarded £100, the landlord £155.

Our County Court Letter.

THE LEGALITY OF TOTALISATOR TRANSACTIONS.

THE decision in *Attorney-General* v. *Luncheon and Sports Club* [1929] A.C. 400, was recently followed at Warminster County Court in *Services Pari-Mutuel Limited* v. *Sparks*. The claim was for £100 under an agreement, but liability was denied on the ground that the alleged debt arose out of a gaming transaction. The plaintiffs contended, however, that they merely ran a totalisator, while the subscribers became members of a syndicate for putting stakes upon horses. There was, therefore, no gaming transaction between the plaintiffs and the backer, but merely between the members of the syndicate, and the only function of the plaintiffs was to act as distributing agents—for which they received 10 per cent. of the pool for working expenses. His honour Judge Gwynne James held that there was no betting transaction between the plaintiffs and the defendant, as the bets were among the members themselves. The plaintiffs therefore had nothing to do with the betting, but were remunerated for their work. Judgment was accordingly given in their favour, with costs.

THE LANDLORD AND TENANT ACT, 1927.

IN a recent case at Scarborough County Court (*Hey* v. *Martin's Trustees*) the claim was for £750 as compensation for loss of goodwill, in the following circumstances: (1) the pre-war rental was £75, and the premises were opened as a private hotel by the plaintiff in 1924; (2) with the assistance of an overdraft, the plaintiff had made a net annual profit of £250, the gross takings over ten years having been £10,534 19s. 5d.; (3) the rent had admittedly often been collected with the assistance of the court, and an application for a new lease had failed in January, 1934, as the plaintiff was not considered a good tenant. The defence was that the premises, after being vacated by the plaintiff, were still void. His Honour Judge Mitchell Banks remarked that the issue was whether a hypothetical tenant would pay more rent, because of the business built up by the plaintiff. In the absence of evidence that the property would realise more, by reason of any goodwill created by the plaintiff, judgment was given for the defendants, with costs.

THE RESTRICTIVE COVENANTS OF GROCERS.

THE definition of a grocer was considered in *Lucas* v. *Sutton*, recently heard at Birmingham County Court. The claim was for an injunction and £100 damages in respect of the breach of a covenant not to carry on any trade whatsoever than that of "general grocer and confectioner and for the sale of cooked meat." The plaintiff's case was that (1) the above restrictive covenant had been imposed for the purpose of developing a shopping centre, where each shop was restricted to its own particular trade; (2) nevertheless, the defendant had sold fresh fruits (lettuce, cucumbers, tomatoes, cherries, apples, grape-fruit, bananas and lemons), chocolates, boiled and other sweets, toffees, cigarettes, liver salts, mineral waters, Kruschen salts, Gibbs' tooth paste, Andrews' liver salts and Radox. The defendant contended that the sale of such goods was incidental to the trade described in the covenant. His Honour Judge Dyer, K.C., observed that the Oxford Dictionary defined a grocer as one who sold such wares as were not the distinctive wares of some other tradesman. It was held that the fresh fruits were the wares of a greengrocer, but that the term "confectioner" did not differentiate between the baker and confectioner as opposed to the sweetmeat confectioner. The defendant was therefore entitled to sell chocolates, boiled and other sweets and toffees. Cigarettes, however, were the wares of a tobacconist, and the rest of the items were chemists' wares, except mineral waters, which appeared to be within no specific category. An injunction was therefore granted against the sale of all the items in the particulars of claim, except chocolates, sweets, toffees and mineral waters, in respect of which the defendant was not restricted. The plaintiff was awarded 20s. as nominal damages, and judgment was given in his favour accordingly, with two-thirds of his costs, on Scale C.

Obituary.

SIR JAMES OPENSHAW.

Sir James Openshaw, Chairman of Lancashire Quarter Sessions, died at his residence at Preston on Tuesday, 1st January, at the age of sixty-three. He was educated at Harrow and Trinity College, Cambridge, and was called to the Bar by the Inner Temple in 1896. He practised on the Northern Circuit until 1913, and since then had been Chairman of Lancashire Quarter Sessions, sitting at courts in the Preston Division, the West Derby Hundred, and the Salford Hundred. He was knighted in 1928.

MR. J. F. WALKER.

Mr. James Ferguson Walker, LL.B., Barrister-at-Law, of Essex-court, Temple, died on Saturday, 22nd December, at the age of sixty-six. He was called to the Bar by Lincoln's Inn in 1894, and joined the Midland Circuit. Mr. Walker joined the law reporting staff of *The Times*, and in 1908 he was made chief of the reporting staff. He was appointed Editor of *The Times* Law Reports in 1913 upon the retirement of Mr. J. S. Henderson.

MR. J. COLE.

Mr. John Cole, retired solicitor, of Sheffield, died at Buxton on Thursday, 20th December, in his seventy-seventh year. Mr. Cole was educated at Wesley College, Sheffield, and Trinity College, Cambridge. He was admitted a solicitor in 1887, and practised at Sheffield until his retirement twenty years ago. He had spent most of his retirement at Buxton.

MR. T. JENNINGS.

Mr. Thomas Jennings, solicitor, of Darlington, died on Wednesday, 26th December, at the age of sixty-three. Mr. Jennings served his articles with Messrs. Wilson, Ornsby, and Cadle, of Durham, and was admitted a solicitor in 1898. He practised at Bishop Auckland, Darlington and Shildon.

MR. C. T. K. ROBERTS.

Mr. Charles Tanner Kingdon Roberts, solicitor, of Exeter, died at Sidmouth, on Sunday, 30th December, in his eighty-fourth year. Mr. Roberts, who was admitted a solicitor in 1872, was a partner in the firm of Messrs. Roberts & Andrew, of Exeter. He had held the office of Clerk of the Peace for the City of Exeter.

MR. E. L. WORTH.

Mr. Edward Littleton Worth, solicitor, of Rochdale, died on Thursday, 27th December, in his sixty-second year. Mr. Worth, who served his articles with his father, the late Mr. J. T. Worth, for many years Registrar of the Rochdale County Court, was admitted a solicitor in 1898.

To-day and Yesterday.

LEGAL CALENDAR.

31 DECEMBER.—Since the reign of James I the Palace Court had exercised jurisdiction over all personal actions arising within 12 miles of Whitehall, though, in its last years, any important case begun in it was usually removed to the King's Bench or the Common Pleas, and its effectiveness was mainly confined to the manner in which it piled up costs. On the 31st December, 1849, it was finally closed, having been abolished by statute. At 11 o'clock the crier opened it in the usual way, but the Deputy Prothonotary having asked whether anyone had any business to transact and received no answer, the Prothonotary adjourned the court for ever.

1 JANUARY.—On New Year's Day, it was once usual for the Chancery practitioners and officers of the court to wait on the Chancellor with monetary gifts.

2 JANUARY.—On the 2nd January, 1844, Jonathan Pogmore, a blacksmith and a Mormon minister, was tried at Chester before Mr. Justice Wightman on a charge of killing Sarah Cartwright. It appeared from the evidence that the unfortunate Sarah had been persuaded to undergo baptism by immersion in a brook. She had struggled violently and somehow had got drowned. Several material witnesses failed to appear at the trial and the judge angrily ordered their recognisances to be estreated and the prisoner to be acquitted in the absence of evidence.

3 JANUARY.—On the 3rd January, 1834, there was an angry scene between Mr. Justice Alderson and a young barrister, briefed for the defence in a case of theft, who cross-examined the prosecutor as to whether he had not carried on an illicit intercourse with a maid at his house. When rebuked he boldly suggested that the judge, if he had been in his place with like instructions, would have done the same. "Indeed, sir, I should have done no such thing," said Alderson, J. "It was never my practice when at the Bar to insult any witness." Counsel rashly insisting, the judge said, "I have expressly and distinctly said that I should never have done so, and after such an assertion on my part I think the repetition of your observations most extraordinary and improper." Soon after the barrister left the court.

4 JANUARY.—On the 4th January, 1860, David Hughes, a solicitor, stood in the dock at the Old Bailey to answer charges of large scale fraud and misappropriation. For years he had enjoyed the reputation of an open, free-hearted, prosperous practitioner, living at the rate of about £4,000. Then, suddenly, he fled to Australia, leaving behind liabilities amounting to £170,000. A banking house and a London alderman were among his victims, and seven Chancery suits sprang from the chaos he had created. Captured and brought to trial, he seemed surprised when he was sentenced to ten years' penal servitude.

5 JANUARY.—At Limerick, on the 5th January, 1848, William Ryan, "one of the most notorious and ill-looking ruffians that ever disgraced this country," was tried for an agrarian murder. He and his father had been evicted from their farm in favour of another. One evening, the new tenant and his family were sitting round the fire in the kitchen, when, suddenly, Ryan came in, levelled a blunderbuss at him without a word, and shot him dead. The jury convicted the prisoner, who was hanged.

6 JANUARY.—On the 6th January, 1832, George Beck was tried before a special commission sitting at Nottingham for his part in burning down a mill worth about £14,000. Bearing a pole with some ribands at the end, he had led a mob of about three thousand men to the building. The silks, soap and candles there had been looted, the doors and windows smashed and the place set ablaze. The prisoner was convicted and hanged despite a recommendation to mercy based on his good character, a victim of the industrial revolution.

THE WEEK'S PERSONALITY.

"He the robe of justice wore,
Sullied not as heretofore,
When the magistrate was sought
With Yearly Gifts. Of what avail
Are guilty hoards, for life is frail?
And we are judg'd where favour is not bought."

Thus Ambrose Philips commemorated Lord Chancellor Cowper's departure from the long tradition of his predecessors, who had been in the habit of receiving monetary gifts on New Year's Day from the officers of the Court of Chancery and the counsel who practised there. These came to amount to about £3,000. In 1706, Cowper took the bold step of breaking this dangerous and undignified custom which tended too manifestly to corruption. Having given notice that no New Year's gifts would be received by him, he ordered that all who brought any should be refused admittance to his house. However, such was the consternation created by this step among the Chiefs of the King's Bench, Common Pleas and Exchequer, besides other highly placed gift-takers, that the too honest innovator had to pretend that he had turned the officers' gifts away by mistake, meaning only to refuse the counsels'. However, having once broken the custom, he refused to let it be revived. It is strange how hard it may be for an honest man to be honest straightforwardly.

HOUSEHOLD MISHAPS.

Christmas was preceded at the homes of two prominent legal figures by household mishaps. At the home of Lord Justice Maugham in Cadogan Square, there was a burglary, and on the top floor of Judge Crawford's house at Chiswick, a fire broke out. In neither case, fortunately, was there sufficiently grave damage suffered to place the incidents among the notable domestic disasters of legal history, though in the fire a maid was slightly injured. Probably the strangest conflagration in which a judge was involved was that which destroyed part of Lord Eldon's house at Encombe. "It was a very pretty sight," he said, "for all the maids turned out of their beds and they formed a line from the water to the fire-engine handing the buckets; they looked very pretty all in their shifts." The Chancellor buried the Great Seal in a flower bed in such haste that he forgot where he had hidden it, and next morning, when he had recovered from his agitation and his admiration for the vestal attire of the maids, all the household had to hunt for it. "You never saw anything so ridiculous." he said, "as seeing the whole family down that walk probing and digging till we found it."

TWO HISTORIC BURGLARIES.

The Great Seal also figured in two curious burglaries. In 1784, Lord Thurlow's house in Great Ormond Street was entered by thieves, who forced two bars from the kitchen window and found their way to the study. There they took possession of the Great Seal along with two silver-hilted swords and a small sum of money, effecting their escape utterly unobserved by the family. When the theft was discovered next morning, all sorts of wild rumours began to fly about, and it was even whispered that the Whigs had stolen it to embarrass the Government. If, as was probably the actual fact, the thieves merely designed to hold the Great Seal to ransom, they were disappointed, for by noon next day a new one had been manufactured. They were never caught, being in this more fortunate than the burglar who carried off the mace from Lord Nottingham's house, missing the Great Seal because its careful guardian had taken it to bed with him. Soon afterwards he was captured and hanged at Tyburn.

Notes of Cases.

Court of Appeal.

Lancashire County Council *v.* Southport Corporation.

Greer, Slesser and Roche, L.JJ.
21st and 22nd November, 1934.

LOCAL GOVERNMENT—POOR LAW—POOR PERSON—RESIDENCE—REMOVABILITY—LOCAL GOVERNMENT ACT, 1929 (19 Geo. 5. c. 17)—POOR LAW ACT, 1930 (20 Geo. 5. c. 17).

Appeal from the King's Bench Division.

From January, 1911, till the 12th March, 1913, M.T., who had resided at Ormskirk since 1896, lived in the Institution there. She then went to Southport, living there without relief for four days, and subsequently going to the casual ward, when she was at once transferred to the Ormskirk Institution. Ormskirk and Southport were at that time both comprised in the Ormskirk poor law area, but on the 1st April, 1930, the "appointed day" under the Local Government Act, 1929, for transferring the functions of poor law authorities to county councils and county borough councils, Southport became a separate poor law area and Ormskirk became part of the County of Lancashire poor law area. In March, 1931, M.T. left the Institution, living in Southport without relief till November, 1931. Thereafter, she lived in Southport, receiving outdoor relief. The Southport Borough Council, having applied that she should be removed to the County of Lancashire, the Divisional Court held that it had not been established that she had resided in Southport for one year before the application for the removal order, and that she was removable. The Local Government Act, 1929, Sched. IX, Pt. I, para. 3, did not apply.

GREER, L.J., dismissing the appeal, said that one had to look only at the Poor Law Act, 1930, by reason especially of s. 104. Though it was a consolidating Act, it made necessary some emendations in the earlier consolidating Act. It was a code containing all the provisions needed to determine whether a poor person was removable.

SLESSER and ROCHE, L.JJ., agreed.

COUNSEL: *Turner*, K.C., and *Nield*; *Montgomery*, K.C., and *Blackledge*.

SOLICITORS: *Greenwell & Co.*, agents for *Sir George Etherton*, Clerk to the Lancashire County Council; *Sharpe, Pritchard & Co.*, agents for *R. E. Perrins*, The Town Clerk, Southport.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

Appeals from County Courts.

Williams-Ellis *v.* Cobb.

Lord Wright, Slesser, L.J., and Talbot, J.
11th and 12th October and 2nd November, 1934.

HIGHWAY—CONTINUOUS USER THROUGHOUT LIVING MEMORY—NO ONE CAPABLE OF DEDICATION—USER AS EVIDENCE OF DEDICATION—SEA AS TERMINUS—POSITION OF COURT OF APPEAL IN COUNTY COURT APPEALS.

Appeal from Pwllheli County Court.

The plaintiff was owner of land on the Caenarvonshire coast. The defendants claimed that two pathways across it leading to the sea shore were subject to a public right of way. For the last sixty years it was proved that they had been used by sailors and others landing, by local fishermen and by summer visitors going to the shore for bathing and fishing. Since 1856, the land had been in strict settlement and there was, therefore, no owner capable of making a dedication, but between 1820 and 1856 the owner had been capable of dedication. The plaintiff brought an action for trespass and the county court judge awarded £5 damages and granted an injunction.

LORD WRIGHT, in giving judgment, said that the same principles applied to an appeal on such a question as this as applied when the issue had been tried by a jury or the facts had been found by a court of summary jurisdiction (see *Smith* v. *Baker & Sons* [1891] A.C. 325, and *Folkestone Corporation* v. *Brockman* [1914] A.C. 338, at pp. 361, 362 and 369). The Court of Appeal cannot entertain an appeal on fact from a county court judge, or order judgment to be entered holding a right of way to be established which had been negatived by him, but it can send the case back for reconsideration if he has proceeded in material respects on a wrong view of the law. This should be done in the present case. User having been established over the period of living memory, this raised a *primâ facie* presumption of a dedication which might be beyond the period of living memory (see *Stoney* v. *Eastbourne Rural District Council* [1927] 1 Ch. 367, at p. 378). User was merely evidence that proved dedication, and the county court judge in laying stress on the fact that there was no one capable of dedicating within living memory, confused user with dedication. As to the question of terminus, a highway need not end in another highway (*Moser* v. *Ambleside Urban District Council*, 89 J.P. 118; *Eyre* v. *New Forest Highway Board*, 56 J.P. 517, and *Tyne Improvement Commissioners* v. *Imrie*, 81 L.T. 174). The judge held that the sea, which is a highway, could not be a *terminus ad quem* of a public right of way, because only at high water could it be reached from the end of the way, while at low water the public had no right of crossing the foreshore which was presumably vested in the Crown. The rights of the public in connection with the foreshore were discussed in *Blundell* v. *Catterall*, 5 B. & Ald. 268; *Brinckman* v. *Matley* [1904] 2 Ch. 313, and *Behrens* v. *Richards* [1905] 2 Ch. 614. Here the way claimed was a way ending at the sea, which was a good terminus of a public way. The case should be remitted for the judge to reconsider it on the materials before him in the light of these principles of law.

SLESSER, L.J., and TALBOT, J., agreed.

COUNSEL: *Eve*; *R. Sutton* and *J. A. Reid*.

SOLICITORS: *Taylor, Jelf & Co.*, agents for *Harward & Evers*, of Stourbridge; *Evan Davies & Co.*, agents for *Evan R. Davies & Davies*, of Pwllheli.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Tarry *v.* Chandler.

Clauson, J. 12th December, 1934.

NUISANCE — STADIUM — GREYHOUND RACING — MOTOR CYCLE RACING—LOUD-SPEAKERS.

This was an action for an injunction to restrain the defendants from holding at the Walthamstow Stadium, South Chingford, any speedway or dirt-track or other motor cycle races or race meetings, or any dog or greyhound races or race meeting. They also sought to have the defendants restrained from broadcasting music and noises or making announcements at the Stadium by means of sound amplifiers or loud-speakers and from otherwise using the premises so as to cause a nuisance to the plaintiffs. The defendant did not admit that the houses of the plaintiffs were in a residential neighbourhood, and denied that the race meetings caused the alleged nuisance or injury to the plaintiffs. He stated that he had made alterations at the Stadium.

CLAUSON, J., in giving judgment, said in his view the plaintiffs were justified in bringing the action. They had a grievance in respect of the matters mentioned, and while he was not prepared to give them the relief of restraining the defendant from carrying on the greyhound and motor cycle racing on the premises, they were entitled to have that racing carried on in such a way as not to occasion a nuisance. If the defendant was prepared to give the court an undertaking to deal with the matters in such a way that the business could be

carried on so as not to cause a nuisance he would not put on him the burden of an injunction.

[The following undertakings were eventually given by the defendant: (1) Not to use loud-speakers in the Stadium to the amplitude of more than sixty-five for music and seventy for announcements, and not to instal loud-speakers outside the stands. (2) Not to permit motor cycles to race which were not fitted with effective silencers within the meaning of the Motor Car Act. (3) Not to permit any person within the Stadium to use rattles, whistles or other noisy instruments. (4) Not to hold speedway meetings between 15th October and Easter in any year, and not to hold more than one such meeting in any one week before July, 1935, and after next July not to hold more than one meeting in any week in which there were more than two greyhound meetings. (5) In any case after July not to hold more than two speedway meetings in any one week. (6) Not to hold or permit more than one dirt-track practice meeting in any week, such meeting to be held between 10.30 and 1.30. (7) Not to hold any meeting on Sundays.]

His Lordship then said that on those undertakings being given there would be no injunction, but the defendant would have to pay the costs.

Counsel: *W. P. Spens*, K.C., and *J. F. Bowyer*; *Serjeant Sullivan*, K.C., *W. F. Swords*, K.C., and *A. Guest Mathews*.

Solicitors: *Pritchard, Englefield & Co.*; *Edmond O'Connor and Co.*

[Reported by S. E. Williams, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Wright *v.* The Embassy Hotel.

Avory, J. 30th November, 1934.

Innkeeper—Property of Guest stolen—Notice regarding Responsibility—Negligence of Property Owner—Valuables left in Room—Innkeeper not liable.

In this action, Mary Wright, a widow, residing in London, sought to recover from the defendants, The Embassy Hotel, Bayswater-hill, W., damages for the loss of her jewellery and other personal belongings which, she alleged, were stolen from the hotel by reason of the negligence of the defendants, their servants or agents, while she was a guest there. She alleged that while absent from the hotel on Sunday, the 29th October, 1933, the door of her locked room was forced and jewellery, which she estimated to be worth £2,500, was stolen. The defendants denied that they were innkeepers, or that they were negligent, or that they were responsible for any loss which the plaintiff had suffered. They said that any such loss was the result of her own negligence. In answer to questions left to them, the jury found that the defendants gave notice to the plaintiff that they did not hold themselves responsible for property belonging to visitors unless handed in to the office and a receipt obtained; and that it was a term of the plaintiff's contract for residence at The Embassy Hotel that the defendants did not hold themselves responsible for property belonging to her unless she handed it in to the office and obtained a receipt. The jury further found that the defendants were not guilty of any negligence; that the plaintiff was guilty of negligence in connection with the care of the property, and that such negligence was the cause of the loss complained of; that The Embassy Hotel at the material date was a common inn in which the plaintiff was residing as a traveller. After legal argument on those findings:

Avory, J., said that the only substantial point which he had to decide was whether an innkeeper could be absolved from his liability at common law by negligence on the part of the guest or traveller, where that negligence had occasioned the loss of property. In *Jones* v. *Jackson*, 29 L.T. 399, the Court of Exchequer had held that a notice, which was the same in effect as the notice in the present case though the wording was different, was sufficient to absolve the innkeeper from liability when the traveller had left valuable property or money in his room. The difference between *Carpenter* v. *Haymarket Hotel, Ltd.* [1931] 1 K.B. 364; 74 Sol. J. 703, the latest authority on the subject, and the present case was that here there was a finding that the plaintiff had been guilty of negligence and that that negligence was the cause of the loss. In view of that finding and of *Jones* v. *Jackson*, *supra*, there must be judgment for the defendants, with costs. A stay was granted for fourteen days.

Counsel: *Stuart Bevan*, K.C., and *Granville Sharp*, for the plaintiff; *Croom-Johnson*, K.C., and *P. B. Morle*, for the defendants.

Solicitors: *Gordon, Blair & Co.*; *Robin Hamp & Green.*

[Reported by Charles Clayton, Esq., Barrister-at-Law.]

Rex *v.* Sir R. F. Graham-Campbell; *ex parte* Herbert.

Lord Hewart, C.J., Avory and Swift, JJ. 14th December, 1934.

Licensing—House of Commons Refreshment Room—Sale by Retail of Intoxicating Liquor—No Licence—Internal Affairs of the House—No Jurisdiction in Courts to Interfere—Licensing (Consolidation) Act, 1910, s. 65 (1).

This was a rule *nisi* granted to A. P. Herbert, the author, calling on Sir Rollo Graham-Campbell, Chief Metropolitan Magistrate, the members of the Kitchen Committee of the House of Commons, and Robert John Bradley, the manager of the refreshment department of the House of Commons, to show cause why Sir Rollo Graham-Campbell should not hear and determine pursuant to the statutes in that behalf an application for a summons against the members of the Kitchen Committee and R. J. Bradley for having, on the 10th April, 1934, at a refreshment room at the House of Commons, unlawfully sold by retail intoxicating liquor which they were not licensed to sell by retail, contrary to s. 65 (1) of the Licensing (Consolidation) Act, 1910. The rule *nisi* was granted on the ground that Sir Rollo Graham-Campbell had erroneously held that his jurisdiction was excluded by the privilege of Parliament. The contention on behalf of the applicant was that the privilege of Parliament did not apply to criminal matters, but that members of the House of Commons were subject to the ordinary course of criminal justice; that a crime committed in the House of Commons or by its orders was not outside the jurisdiction of the courts; and that the privilege suggested was contrary to authority and was unfounded.

Lord Hewart, C.J., said that the authorities cited by the Attorney-General seemed to be very much in point, in particular the decisions in *Burdett* v. *Abbot* (14 East 1), *Stockdale* v. *Hansard* (9 A. and E.1) and *Bradlaugh* v. *Gossett* (12 Q.B.D. 271). It was manifest to the magistrate that he was called on to deal with the House of Commons acting by means of its Kitchen Committee and the manager of the refreshment department. The decision of Lord Denman in *Stockdale* v. *Hansard* (9 A. and E. at p. 115) was sufficient for the present purpose. "The Commons of England," said Lord Denman, "are not invested with more of power and dignity by their legislative character than by that which they bear as the grand inquest of the nation. All the privileges that can be required for the energetic discharge of the duties inherent in that high trust are conceded without a murmur or a doubt." In the present case the magistrate was entitled to say on the materials which were before him that, with regard to the matters complained of, the House of Commons was acting collectively in a matter falling within the ambit of the internal affairs of the House. Any tribunal might well feel an invincible reluctance to interfere. It appeared that the bulk of the provisions of the Licensing Acts were quite inapplicable to the House of Commons. In his opinion the magistrate came to a correct conclusion on the quite sufficient

material which was before him, and the rule would therefore be discharged.

AVORY, J., said that the Licensing Acts did not apply to the House of Commons. The House of Commons had power to regulate its own internal procedure, and to hold that it was subject to the Licensing Act would be to take away that right.

SWIFT, J., agreed. The rule was accordingly discharged, without costs.

COUNSEL: *The Attorney-General* (Sir Thomas Inskip, K.C.), and *Wilfrid Lewis* showed cause against the rule; *W. T. Monckton*, K.C., *H. G. Strauss*, and *B. J. Mackenna* appeared in support.

SOLICITORS: *Treasury Solicitor; Bull & Bull.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Gerber *v.* **Pines.**

du Parcq, J. 19th December, 1934.

CONTRACT—DOCTOR AND PATIENT—TREATMENT BY INJECTION—BROKEN NEEDLE LEFT IN BODY—PATIENT NOT INFORMED AT TIME OF ACCIDENT—BREACH OF DUTY.

In this action Rebecca Gerber and her husband, Aaron Gerber, claimed damages against Dr. Noe Pines, alleging that in the course of a hypodermic injection on Mrs. Gerber the defendant left part of the broken needle in her body. The defendant denied liability. He said that the breaking of the needle was due to a sudden muscular spasm, and that no skill on his part could have prevented the piece of needle being drawn into the patient's body.

DU PARCQ, J., said that the defendant had given Mrs. Gerber advice that injections might cure her of rheumatism. He was giving her a course of injections at his surgery and had given six successfully when, on the 11th August, an unfortunate accident occurred. He was giving an injection into the muscle known as the gluteous maximus when the needle broke. He was unable to get it out of the patient's body and it remained there until the 16th August, when it was removed by operation. The question was whether there was any negligence in the provision of the particular needle or the way in which the injection was administered. He (his lordship) was quite clear that no negligence in the performance of that injection was proved against Dr. Pines. What was suggested was that he did not use a suitable needle. There was apparently nothing wrong with the needle, and having regard to the whole of the evidence he could not say that it was negligent to use that needle. The result was that in his view there was nothing to show that the defendant was guilty of any lack of skill and care in the way in which he gave the injection. The next question was whether the doctor should have told the patient at once of the accident. It seemed to him (his lordship) that a patient in whose body a doctor found that he had left some foreign substance was entitled to be told at once. That was a general rule, but there were exceptions. In this case he held that there was a breach of duty and negligence on the doctor's part in not at once informing either the patient or her husband on the day of the accident. The damages must be very small indeed, and in his view a fair amount to award was five guineas, and there would be judgment for that sum for the plaintiffs, without costs.

COUNSEL: *Norman Richards*, for the plaintiffs; *Henry C. Dickens*, for the defendant.

SOLICITORS: *Windsor and Brown; Hempsons.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Books Received.

Rights of Way. By WM. MARSHALL FREEMAN, of the Middle Temple, Barrister-at-Law, Recorder of Stamford. 1934. Demy 8vo. pp. xvi and (with Index) 78. London, Liverpool, Glasgow and Birmingham: The Solicitors' Law Stationery Society, Ltd. 5s. net.

Rules and Orders.

THE MINISTRY OF HEALTH (RATE OF INTEREST) AMENDMENT ORDER (No. 2) 1934, DATED DECEMBER 20, 1934, MADE BY THE MINISTER OF HEALTH, WITH THE APPROVAL OF THE TREASURY, UNDER SECTION 5 OF THE HOUSING ACT, 1921 (11 & 12 GEO. 5. c. 19).

80,544.

The Minister of Health in pursuance of the powers conferred on him by section 5 of the Housing Act 1921 and of all other powers enabling him in that behalf with the approval of the Treasury hereby orders as follows:—

1. This order may be cited as the Ministry of Health (Rate of Interest) Amendment Order (No. 2) 1934.

2. The rate of interest on advances made on or after the 1st day of January 1935 under section 1 of the Small Dwellings (Acquisition) Act 1899[1] shall be three and a half per centum per annum and the provisions of the orders specified in the schedule hereto relating to the rate of interest on advances under that Act shall be modified and have effect accordingly.

SCHEDULE.

The Ministry of Health (Rates of Interest) Order, 1921.[2]
The Ministry of Health (Rates of Interest) Amendment Order (No. 2), 1922.[3]
The Ministry of Health (Rate of Interest) Amendment Order, 1923.[4]
The Ministry of Health (Rate of Interest) Amendment Order, 1926.[5]
The Ministry of Health (Rate of Interest) Amendment Order, 1929.[6]
The Ministry of Health (Rate of Interest) Amendment Order, 1930.[7]
The Ministry of Health (Rate of Interest) Amendment Order (No. 2), 1930.[8]
The Ministry of Health (Rate of Interest) Amendment Order, 1931.[9]
The Ministry of Health (Rate of Interest) Amendment Order, 1932.[10]
The Ministry of Health (Rate of Interest) Amendment Order (No. 2), 1932.[11]
The Ministry of Health (Rate of Interest) Amendment Order (No. 3), 1932.[12]
The Ministry of Health (Rate of Interest) Amendment Order, 1933.[13]
The Ministry of Health (Rate of Interest) Amendment Order, 1934.[14]

Given under the official seal of the Minister of Health this twentieth day of December nineteen hundred and thirty-four.

(L.S.) *R. B. Cross,*
Assistant Secretary, Ministry of Health.

We approve this order,

James Blindell,
Walter J. Womersley,
Two of the Lords Commissioners of His Majesty's Treasury.

1 62-3 V. c. 44.
2 S.R. & O. 1921 (No. 1385) p. 309.
3 S.R. & O. 1922 (No. 1326) p. 439.
4 S.R. & O. 1923 (No. 940) p. 362.
5 S.R. & O. 1926 (No. 104) p. 633.
6 S.R. & O. 1929 (No. 1025) p. 500.
7 S.R. & O. 1930, No. 301.
8 S.R. & O. 1930 (No. 1081) p. 618.
9 S.R. & O. 1931 (979) p. 473.
10 S.R. & O. 1932, No. 2.
11 S.R. & O. 1932, No. 254.
12 S.R. & O. 1932 (No. 909) p. 537.
13 S.R. & O. 1933 (No. 425) p. 864.
14 S.R. & O. 1934, No. 557.

THE SUPREME COURT FUNDS (No. 2) RULES, 1934, DATED DECEMBER 27, 1934.

I, the Right Honourable John Viscount Sankey, Lord High Chancellor of Great Britain, with the concurrence of the Lords Commissioners of His Majesty's Treasury, and in pursuance of the powers contained in section 146 of the Supreme Court of Judicature (Consolidation) Act, 1925, and every other power enabling me in this behalf, propose to make the following Rules:—

1. In these Rules:—

A Rule referred to by number means the Rules so numbered in the Supreme Court Funds Rules, 1927, as amended.

A Form referred to by number means the Form so numbered in the Appendix to the Supreme Court Funds Rules, 1927, as amended.

2. In paragraph (3) of Rule 44—

(*a*) the following words shall be inserted after "Road Traffic Act, 1930,":—

"or under the authority of a Certificate of the Board of Trade in pursuance of the Workmen's Compensation (Coal Mines) Act, 1934, and Rules made thereunder,"; and

(*b*) the word "Association", shall be inserted after the word "Society,".

3. In paragraph (c) of Rule 74 the words "or Certificate" shall be inserted after the word "Warrant".

4. In Form No. 37A, in the heading to A and in the heading to B, the words "and a warrant of the Board of Trade or of the Industrial Assurance Commissioner" shall be deleted and the following words shall be substituted therefor :—

"or the Workmen's Compensation (Coal Mines) Act, 1934, and a warrant or certificate of the Board of Trade or a warrant of the Industrial Assurance Commissioner".

5. These Rules may be cited as the Supreme Court Funds (No. 2) Rules, 1934, and the Supreme Court Funds Rules, 1927, as amended, shall have effect as further amended by these Rules.

And I, the said John Viscount Sankey, Lord High Chancellor of Great Britain, with the same concurrence as aforesaid, hereby certify that on account of urgency these Rules should come into immediate operation and hereby make the said Rules to come into operation forthwith as Provisional Rules.

Dated the 27th day of December, 1934.

Sankey, C.

Austin Hudson, *Walter J. Womersley.* } Lords Commissioners of His Majesty's Treasury.

THE COUNTY COURTS (AMENDMENT) ACT, 1934 (DATE OF COMMENCEMENT) No. 2 ORDER, 1934.

At the Court at Buckingham Palace, the 20th day of December, 1934.

PRESENT,
The King's Most Excellent Majesty in Council.

Whereas by subsection (4) of section 35 of the County Courts (Amendment) Act, 1934,* (hereinafter called "the Act") it is enacted that the provisions of the Act shall come into operation on such date as His Majesty in Council may appoint, and that different days may be appointed for different purposes and different provisions of the Act :

Now, therefore, His Majesty, in pursuance of the powers conferred upon Him, is pleased by and with the advice of His Privy Council, to order, and it is hereby ordered, as follows :—

1. The following provisions of the Act shall come into operation on the first day of January, one thousand nine hundred and thirty-five, namely, subsection (1) of section 34, and Part I of the Fifth Schedule, so far as they relate to section 19 of the Administration of Justice Act, 1925.†

2. This Order may be cited as the County Courts (Amendment) Act, 1934 (Date of Commencement) No. 2 Order, 1934.

E. C. E. Leadbitter.

* 24–5 G. 5, c. 17. † 15–6 G. 5, c. 28.

Societies.

The Law Society.

SCHOOL OF LAW.

The Spring Term will open on 9th January. Lectures will commence on 14th January. Copies of the annual prospectus for the Session 1934/35 and of the detailed time-table for the Spring Term can be obtained on application to the Principal's Secretary.

In view of the changes in the Intermediate Examination which will come into force in 1937, articled clerks who have not yet commenced their courses are advised to begin without delay and to consult the Principal about their plans.

The Principal (Dr. G. R. Y. Radcliffe) will be in his room to advise students on their work, on Wednesday, 9th January (students whose surnames commence with the letters A–K), and Thursday, 10th January (students whose surnames commence with the letters L–Z), from 10.30 a.m. to 12.30 p.m., and from 2 to 5 p.m.

The subjects to be dealt with during the term will be, for Intermediate students, (i) Public Law, (ii) Status and Personal Property, (iii) Criminal Law and Procedure and Civil Procedure, and (iv) Accounts and Book-keeping.

The subjects for Final students will be (i) Conveyancing and Probate, (ii) Criminal Law; Private International Law and Divorce, and (iii) Practice in the King's Bench Division.

There will also be courses on (i) Conveyancing, (ii) Criminal Law, and (iii) Jurisprudence (Part II) for Honours and Final LL.B. students, and on (i) Constitutional Law (Part I), (ii) Roman Law (Part II), and (iii) Elementary Equity, for Intermediate LL.B. students.

Intermediate students must notify the Principal's Secretary before 10th January, on the entry form, whether they wish to take morning or afternoon classes.

Students can obtain copies of the Regulations governing the three Studentships of £40 a year each, offered by the Council for award in July next, on application to the Principal's Secretary.

The Derby Law Society.

The forty-ninth annual meeting of the society was held on the 12th December, 1934. Mr. C. S. Bowring, Derby, presided at the outset of the meeting. Mr. F. E. Moult, Derby, was unanimously elected president for the ensuing year, and Mr. P. B. Mather, Chesterfield, vice-president. Mr. Bendle W. Moore, Derby, was re-elected honorary treasurer, and Mr. A.J. Robotham, Derby, honorary secretary. The committee was re-elected *en bloc*.

Gray's Inn Debating Society.

The twenty-fourth meeting of the year was held in the Duke's Room of the Holborn Restaurant, at 7.30 p.m., on Tuesday, 18th December, 1934, when the annual dinner took place, the president being in the chair. After the toasts of "The King" and "The Guests" had been proposed by the chairman and honoured without speeches, that of "The Gray's Inn Debating Society," was drunk, Master The Right Hon. Sir Dunbar Plunket Barton, Bart., K.C., proposing the toast, and the president (Capt. F. J. Parker) responding. The dinner was followed by a cabaret performance and dancing in the Grand Salon until 11.30 p.m.

The Hardwicke Society.

The annual Ladies' Night Debate will be held in the Middle Temple Hall, by courtesy of the Masters of the Bench, on Tuesday, 12th February, when The Right Hon. George Lansbury, M.P., will be one of the principal speakers.

The Poetry Society.

Lord Justice Slesser, as a vice-president of The Poetry Society, will inaugurate on Wednesday, 16th January, a series of weekly readings by their authors from recently published volumes of poems deserving recognition. Admission to these unique readings is by invitation to be obtained from The Poetry Society Incorporated, 36, Russell-square, W.C.1.

The Poetry Society is also resuming its weekly service of poetry at the Royal Chapel of the Savoy, on Mondays, at 1.15 p.m., with a reading of "The Hound of Heaven," by Mr. Robert Walter, C.M.G.

The Law Society.

SPECIAL PRIZES OPEN TO CANDIDATES AT THE HONOURS EXAMINATIONS IN THE YEAR 1934; AND THE CITY OF LONDON SOLICITORS' COMPANY'S PRIZE.

THE SCOTT SCHOLARSHIP.

John Edward Driver, LL.B. Manchester. (Served Articles with Mr. Samuel Holroyd, of Oldham.) Mr. Driver was awarded the Clement's Inn Prize in June, 1934.

THE BRODERIP PRIZE FOR REAL PROPERTY AND CONVEYANCING.

James Priestley Aspden, LL.B. Manchester. (Served Articles with Mr. William Henry Warhurst, LL.B., of Accrington.) Mr. Aspden was awarded Second Class Honours in November, 1934.

THE CLABON PRIZE.

Charles Leonard Fawcett, B.A. Oxon. (Served Articles with Mr. Percival Charles Fawcett, of the firm of Messrs. Stephenson, Harwood & Tatham, of London.) Mr. Fawcett was awarded the Daniel Reardon Prize in November, 1934.

THE MAURICE NORDON PRIZE.

John Edward Driver, LL.B. Manchester. (Served Articles as before-stated.)

LOCAL PRIZES.

THE TIMPRON MARTIN PRIZE FOR LIVERPOOL STUDENTS.

Hadden Royden Todd, B.A. Cantab. (Served Articles with Mr. James William Thurstan Holland, of the firm of Messrs. Laces & Co., of Liverpool.) Mr. Todd was awarded Second Class Honours in June, 1934.

THE ATKINSON CONVEYANCING PRIZE FOR LIVERPOOL OR PRESTON STUDENTS.

Gerald Ashcroft Holford. (Served Articles with Mr. Michael Cory Dixon, B.A., of the firm of Messrs. Quinn, Dixon & Co., of Liverpool.) Mr. Holford was awarded Third Class Honours in June, 1934.

THE RUPERT BREMNER MEDAL FOR LIVERPOOL STUDENTS.

The Examiners reported that there was no Candidate qualified for this prize.

THE BIRMINGHAM LAW SOCIETY'S GOLD MEDAL.

The Examiners reported that there was no Candidate qualified for this prize.

THE BIRMINGHAM LAW SOCIETY'S BRONZE MEDAL.

Donald Harrop Shuttleworth, B.C.L. Oxon, LL.B. Birmingham. (Served Articles with Mr. Albert Edward Victor Sherwood; and Mr. William Charles Camm, both of the firm of Messrs. Slater & Camm, of Dudley.) Mr. Shuttleworth was awarded Second Class Honours in November, 1934.

THE STEPHEN HEELIS PRIZE FOR MANCHESTER AND SALFORD STUDENTS.

Aslan Lionel Hamwee, B.A. Oxon, B.A. Manchester. (Served Articles with Mr. Neville Hamwee, LL.B., of Manchester.) Mr. Hamwee was awarded the Daniel Reardon Prize in November, 1934.

THE NEWCASTLE-UPON-TYNE PRIZE.

Douglas Elliott Braithwaite, B.A. Cantab. (Served Articles with Mr. Henry Gourlay Crichton McCreath, of the firm of Messrs. Dickinson, Miller & Turnbull, of Newcastle-upon-Tyne.) Mr. Braithwaite was awarded Second Class Honours in June, 1934.

THE WAKEFIELD AND BRADFORD PRIZE.

John Linford Rees, LL.B. London. (Served Articles with Mr. Arthur Wardle Boulton, of the firm of Messrs. Catterall, Son & Boulton, of Wakefield.) Mr. Rees was awarded Third Class Honours in March, 1934.

THE SIR GEORGE FOWLER PRIZE.

The Examiners reported that there was no Candidate qualified for this prize.

THE MELLERSH PRIZE.

Charles Fisher Williams, B.A. Oxon. (Served Articles with Sir Charles Augustus Woolley, J.P., and Mr. Arthur William Ball, both of the firm of Messrs. A. C. Woolley and Bevis, of Brighton.) Mr. Williams was awarded Second Class Honours in November, 1934.

THE CITY OF LONDON SOLICITORS' COMPANY'S PRIZE.

Ronald Maurice Simons. (Served Articles with Mr. Walter Goodwin, of 39-40, Mitre-street, London.) Mr. Simons passed the Final Examination in November, 1934.

Legal Notes and News.

New Year Legal Honours.

BARON.

The Right Honourable Sir HENRY BUCKNALL BETTERTON, Bart., C.B.E. Minister of Labour, 1931–1934. Chairman of the Unemployment Assistance Board. Called to the Bar by the Inner Temple in 1896.

KNIGHTS.

HENRY HOLMAN GREGORY, Esq., K.C., Recorder of the City of London. Called to the Bar by the Middle Temple in 1897.

ERNEST SIDNEY WALTER HART, Esq., M.B.E., Chairman of the Society of Clerks of the Peace. Clerk of the Peace for Middlesex and Clerk to the Middlesex County Council.

SAMUEL JOYCE THOMAS, Esq., Chief Justice, Federated Malay States. Called to the Bar by the Middle Temple in 1898.

Mr. Justice JOHN DOUGLAS YOUNG, Barrister-at-Law, Chief Justice of the High Court of Judicature at Lahore, Punjab. Called to the Bar by the Inner Temple in 1907.

Mr. Justice MANMATHA NATH MUKERJI, Puisne Judge of the High Court of Judicature at Fort William, Calcutta, Bengal.

Mr. Justice CHARLES HENRY BAYLEY KENDALL, Indian Civil Service, Puisne Judge of the High Court of Judicature at Allahabad, United Provinces.

ORDER OF THE BATH.

K.C.B.

HENRY JOHN FANSHAWE BADELEY, Esq., C.B.E., F.S.A., Clerk of the Parliaments, House of Lords.

C.B.

ARTHUR SEFTON-COHEN, Esq., Assistant Director of Public Prosecutions. Called to the Bar by the Middle Temple in 1901.

GERARD ROBERT HILL, Esq., Parliamentary Counsel. Called to the Bar by the Inner Temple in 1899.

ORDER OF THE BRITISH EMPIRE.

O.B.E.

THOMAS HENRY BISHOP, Esq., Chairman of Court of Referees for Derby since 1931. Admitted a solicitor in 1920.

CHARLES ERNEST BRACKENBURY, Esq., Assistant Head of Branch, Insurance Department, Ministry of Health. Called to the Bar by the Middle Temple in 1907.

M.B.E.

Lieutenant-Colonel JOHN ILTYD DILLWYN NICHOLL, J.P., D.L., Chairman of the Bridgend Bench of Magistrates, Glamorgan. Called to the Bar by the Inner Temple in 1886.

ARTHUR JAMES SIMPSON, Esq., First Class Clerk, Official Solicitor's Department, Supreme Court of Judicature.

WILLIAM SELF WEEKS, Esq., Town Clerk of Clitheroe. Admitted a solicitor in 1883.

Honours and Appointments.

The King has approved the appointment of Mr. GEORGE MALCOLM HILBERY, K.C., to be a Commissioner of Assize to go the South-Eastern Circuit. Mr. Hilbery, who is Recorder of Margate, was called to the Bar by Gray's Inn in 1907, and took silk in 1928.

The King has been pleased to approve a recommendation of the Home Secretary that Mr. J. F. EASTWOOD, M.P., be appointed Recorder of Tenterden, to succeed Mr. GERALD DODSON, who has been appointed a Judge of the City of London Court. Mr. Eastwood was called to the Bar by the Inner Temple in 1911.

Mr. D. J. PARRY, Solicitor to the Glamorgan County Council, has been appointed Deputy Clerk to the County Council. Mr. Parry, who was admitted a solicitor in 1921, is the Honorary Solicitor for Wales for the National Association of Local Government Officers.

Professional Announcements.

(2s. per line.)

Messrs. RONEY & Co., solicitors, of 42, New Broad-street, E.C.2, announce that Mr. HUMPHREY CECIL LAVINGTON, who has been associated with them in their business for some years past, has become a partner in the firm as from 1st January, 1935. The name of the firm will remain unchanged.

Messrs. HANCOCK & WILLIS, solicitors and Parliamentary agents, of 1, Verulam-buildings, Gray's Inn, W.C.1, announce that they have taken into partnership Mr. T. SAMPSON RIDER, Mr. LOUIS GABE and Mr. C. J. B. MANNING, who have been associated with them for a number of years past. The practice will in future continue to be carried on under the name of Hancock & Willis at the same address as heretofore.

Messrs. ALLEN & OVERY, solicitors, of 3, Finch-lane, E.C.3, announce that they are taking into partnership as from the 1st January, 1935, Mr. GODFREY W. R. MORLEY, who has been associated with the firm for the past four years. The name of the firm will remain unchanged.

Messrs. SHARPE, PRITCHARD & Co., Solicitors, 12, Newcourt, Carey-street, W.C.2, and Palace Chambers, Bridge-street, S.W.1, have taken into partnership Mr. FRANK H. STEVENS from 1st January, 1935. The name of the firm will remain unchanged.

BRAMLEY & COOMBE, of Paradise-square, Sheffield, announce that they have taken into partnership as from the 1st January, 1935, Mr. RICHARD SHAKSPEARE BRAMLEY, nephew of Mr. Edward Bramley, the present senior partner.

Wills and Bequests.

Mr. Albert Victor Hammond, solicitor, of Bare, Morecambe, left £15,898, with net personalty £10,745.

Mr. Stanley Richard Preston-Hillary, solicitor, of Westcliff-on-Sea, left £48,922, with net personalty £38,207.

Mr. Charles Alfred Case, retired solicitor, of Maidstone, left £25,668, with net personalty £21,233.

Mr. Ernest Benjamin Chapman, solicitor, of Healing, Lincs, left £25,764, with net personalty £22,979.

Mr. Thomas Alfred Simpson, D.L., solicitor, of Tunbridge Wells, left £33,984, with net personalty £32,924.

Mr. William Corbett Goulding, solicitor, of Croydon and Moorgate, left £9,232, with net personalty £8,748.

Mr. Augustus Fossett Vaughan, solicitor, of Stockport, left £13,152, with net personalty £13,011.

Brigadier-General Cecil Henry Whittington, C.M.G., C.B.E., solicitor, of Westminster, S.W., left £33,944, with net personalty £33,371.

Mr. Ewart Charles Bartlett, LL.B., solicitor, of Brighton, left £16,936, with net personalty £13,544.

Mr. Alfred Egerton Maynard Taylor, solicitor, of Hitchin, and of Lincoln's Inn-fields, left £39,329, with net personalty £35,828.

Mr. Alan Clarke Margetts, solicitor, of Chatteris, Cambs, left £7,427, with net personalty £4,484.

NEW STATUTES.

The following new Statute came into force 30th December, 1934 :—

Shops Act, 1934.

The following new Statutes, or parts of Statutes, came into force 1st January, 1935 :—

Arbitration Act, 1934.

Betting and Lotteries Act, 1934 (Part II, and s. 32, except in so far as it effects repeal of any provision of Racecourse Betting Act, 1928).

County Court (Amendment) Act, 1934 (ss. 17 to 23, 25, 26, 31, and 34 (1), Sched. III, and Part I of Sched. V).

Finance Act, 1934 (s. 18).

Registration of Births, Deaths and Marriages (Scotland) (Amendment) Act, 1934.

Road Traffic Act, 1934 (ss. 1 (3) to (10), 10 to 17, 32 (2), 39, 40, Sched. III).

Workmen's Compensation (Coal Mines) Act, 1934.

MARRIAGE OF LORD CHIEF JUSTICE.

The Lord Chief Justice (Lord Hewart) was married on Saturday, 29th December, 1934, in Totteridge Parish Church, Herts, to Miss Jean Stewart, daughter of the late Mr. J. R. Stewart, of Wanganui, New Zealand. The bride was given away by her cousin, Sir William Peat, and the best man was Sir Herbert Cunliffe, K.C.

INCORPORATED ACCOUNTANTS' EXAMINATIONS.

The results of the examinations held on 29th, 30th and 31st October, and 1st November, 1934, by the Society of Incorporated Accountants and Auditors, in London, Manchester, Cardiff, Leeds, Glasgow, Dublin and Belfast, have recently been published.

In the Final, Intermediate and Preliminary Examinations, 864 candidates sat, and of these 428 were successful. Fourteen candidates were awarded Honours.

LEGAL & GENERAL ASSURANCE SOCIETY LIMITED.

The life new business figures of the Society for 1934 show that during the year 21,742 policies were issued, compared with 18,912 in 1933.

The total net life sums assured amounted to £14,539,451, as compared with £12,118,317 in 1933, an increase of £2,421,134. These figures constitute a new record in the Society's history.

The net new business in the life assurance fund is divided into two categories, as follows :—

Ordinary business	£7,321,750
Decreasing term and group ..	£7,217,701

The ordinary business of £7,321,750 shows an increase of £743,444 over the previous year.

Consideration money received in the year for the purchase of immediate annuities amounted to £1,616,242.

Deferred annuities, including group annuities, amounted to £808,103 per annum.

The sinking fund business for the year amounted to £1,420,431.

COUNTY COURT CALENDAR FOR JANUARY, 1935.

The following sittings on Circuit 46 were omitted from the Calendar for January in last week's issue :—

Circuit 46—Middlesex.

His Honour Judge Higgins—

*Brentford, 14, 17, 21, 24, 28, 31.

* Bankruptcy Court.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 10th January, 1935.

	Div. Months.	Middle Price 2 Jan. 1935.	Flat Interest Yield.	‡Approximate Yield with redemption
			£ s. d.	£ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	118xd	3 7 10	2 17 8
Consols 2½%	JAJO	93½	2 13 6	—
War Loan 3½% 1952 or after ..	JD	109⅛	3 4 2	2 16 10
Funding 4% Loan 1960-90	MN	121	3 6 1	2 16 4
Funding 3% Loan 1959-69	AO	104¾	2 17 3	2 14 9
Victory 4% Loan Av. life 29 years ..	MS	118½	3 7 6	3 0 7
Conversion 5% Loan 1944-64 ..	MN	123¾	4 0 10	2 1 2
Conversion 4½% Loan 1940-44 ..	JJ	113	3 19 8	2 2 11
Conversion 3½% Loan 1961 or after..	AO	111½	3 2 9	2 17 4
Conversion 3% Loan 1948-53 ..	MS	106½	2 16 4	2 8 2
Conversion 2½% Loan 1944-49 ..	AO	102¾	2 8 8	2 3 1
Local Loans 3% Stock 1912 or after..	JAJO	97⅜	3 1 7	—
Bank Stock	AO	378½	3 3 7	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	94	2 18 6	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	97	3 1 10	—
India 4½% 1950-55	MN	114½	3 18 7	3 5 2
India 3½% 1931 or after	JAJO	99½	3 10 4	—
India 3% 1948 or after	JAJO	94	3 3 10	—
Sudan 4½% 1939-73 Av. life 27 years	FA	123½xd	3 12 10	3 3 10
Sudan 4% 1974 Red. in part after 1950	MN	116	3 9 0	2 15 0
Tanganyika 4% Guaranteed 1951-71	FA	115xd	3 9 7	2 16 4
L.P.T.B.4½% "T.F.A." Stock 1942-72	JJ	112	4 0 4	2 12 1
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	110	3 12 9	3 6 1
*Australia (C'mm'nw'th) 3¾% 1948-53	JD	104	3 12 1	3 7 8
Canada 4% 1953-58	MS	113	3 10 10	3 1 9
*Natal 3% 1929-49	JJ	100	3 0 0	3 0 0
*New South Wales 3½% 1930-50 ..	JJ	100	3 10 0	3 10 0
*New Zealand 3% 1945	AO	101	2 19 5	2 17 9
Nigeria 4% 1963	AO	114	3 10 2	3 5 0
*Queensland 3½% 1950-70	JJ	102	3 8 8	3 6 7
South Africa 3½% 1953-73	JD	107	3 5 5	2 19 10
*Victoria 3½% 1929-49	AO	102	3 8 8	—
CORPORATION STOCKS				
Birmingham 3% 1947 or after ..	JJ	97	3 1 10	—
*Croydon 3% 1940-60	AO	101	2 19 5	2 15 3
Essex County 3½% 1952-72	JD	105	3 6 8	3 2 8
*Hull 3½% 1925-55	FA	100xd	3 10 0	3 10 0
Leeds 3% 1927 or after	JJ	97	3 1 10	—
Liverpool 3½% Redeemable by agreement with holders or by purchase..	JAJO	108	3 4 10	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	91	2 14 11	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	97⅛	3 1 6	—
Manchester 3% 1941 or after ..	FA	97xd	3 1 10	—
*Metropolitan Consd. 2½% 1920-49..	MJSD	101	2 9 6	—
Metropolitan Water Board 3% "A" 1963-2003	AO	98½	3 0 11	3 1 1
* Do. do. 3% "B" 1934-2003 ..	MS	99½	3 0 4	3 0 5
Do. do. 3% "E" 1953-73 ..	JJ	101xd	2 19 5	2 18 6
Middlesex County Council 4% 1952-72	MN	114	3 10 2	2 19 8
† Do. do. 4½% 1950-70 ..	MN	117	3 16 11	3 2 8
Nottingham 3% Irredeemable ..	MN	98	3 1 3	—
Sheffield Corp. 3½% 1968	JJ	107xd	3 5 5	3 3 1
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture ..	JJ	115½xd	3 9 3	—
Gt. Western Rly. 4½% Debenture ..	JJ	127½xd	3 10 7	—
Gt. Western Rly. 5% Debenture ..	JJ	133½xd	3 14 11	—
Gt. Western Rly. 5% Rent Charge ..	FA	133½xd	3 14 11	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	132½	3 15 6	—
Gt. Western Rly. 5% Preference ..	MA	118	4 4 9	—
Southern Rly. 4% Debenture ..	JJ	115	3 9 7	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	112	3 11 5	3 6 5
Southern Rly. 5% Guaranteed ..	MA	131½	3 16 1	—
Southern Rly. 5% Preference ..	MA	118½	4 4 5	—

*Not available to Trustees over par. † Not available to Trustees over 115.
‡In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other Stocks, as at the latest date.

LEGACIES.

THE suggestions of the legal adviser have great weight with most testators, and an appeal is made for the claims of ST. DUNSTAN'S to be borne in mind when charitable bequests are under consideration. St. Dunstan's is solely responsible for the training, settlement and lifelong care of nearly two thousand men who have been blinded as the result of their service for King and Country.

All information from: THE SECRETARY,

ST. DUNSTAN'S

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INNER CIRCLE, REGENT'S PARK,
LONDON, N.W.1.

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The Solicitors' Journal.

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THE

PRINCESS ELIZABETH OF YORK HOSPITAL FOR CHILDREN

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Earnestly requests the help of Solicitors when preparing Charitable Bequests.

LEGACIES

are a valued and much needed help in our great work.

This Hospital which is isolated from the natural sources of charity, has for over 70 years been serving the sick and suffering children of the East End of London, and during that period has treated over 1,400,000 little patients.

Patrons: THEIR MAJESTIES THE KING AND QUEEN.
Chairman: BRIG.-GENERAL SIR HILL CHILD, C.B., C.M.G., D.S.O., M.V.O.

ANNUAL REPORT and full particulars of the work gladly supplied by the Acting Secretary, Mr. D. T. ROBERTS. (Phone: East 5068.)

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Per £2,000 Annum.

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Auctioneers, House and Estate Agents, Valuers and Surveyors.

GUY'S HOSPITAL

(LONDON BRIDGE, S.E.1)

NEEDS HELP.

President: H.R.H. THE PRINCE OF WALES, K.G.

Founded in 1725 by Thomas Guy, a Bookseller and Publisher in the City of London. Incorporated and Governed by Acts of Parliament 11th George I, ch. xii, and 61st Victoria, ch. vi, as "The President and Governors of the Hospital founded at the sole costs and charges of Thomas Guy, Esquire."

NUMBER of BEDS and COTS, 647

(Including 31 Cubicles for Paying Patients).

Over and above the income from its endowments, the Hospital is dependent upon support from other sources for general purposes to the extent of over

£122,000 PER ANNUM.

The Governors earnestly appeal for Testamentary Gifts, additional Annual Subscriptions and Donations towards Maintenance, and for Contributions towards the Re-endowment Fund of the Charity.

A copy of the Annual Report of the Hospital will be sent, together with any further particulars required, on application to the Clerk, Counting House, Guy's Hospital, London Bridge, S.E.1.

Phone: Hop 1086.

Treasurer: F. P. WHITBREAD.

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Telegrams: "Chinnocks, London." 80, CHEAPSIDE, E.C.2. *Telephone: City 3676 Private Branch Exchange.*

By Order of Trustees:

CITY OF LONDON.

AUCTION SALE at the MART, E.C.4. on TUESDAY, JANUARY 22, 1935, at 2.30, in FOUR LOTS (unless previously sold).

FREEHOLDS.

Nos. 10, 11, 11a and 12, WORMWOOD STREET. Shop, Office and Warehouse Premises, occupying an Important Position, between Old Broad Street and Bishopsgate. Frontage about 63 ft. 6 ins. Depth about 34 ft. Ground area about 1,920 sq. ft. Total net floor space, about 6,840 sq. ft. Let mostly on Repairing Leases at rents amounting to

£1,060 PER ANNUM.

No. 32, WOOD STREET. Showroom and Warehouse Premises, occupying a central position in the Textile Area about 45 yards north of Gresham Street. Ground Floor, Basement and Four Upper Floors. Frontage about 19 ft. 6 ins. Depth about 51 ft. 3 ins. Ground area about 955 sq. ft. Total net floor space about 3,715 sq. ft.

VACANT POSSESSION ON COMPLETION.

No. 32, CLEMENTS LANE, LOMBARD STREET. In the centre of the Banking and Financial Area. FREEHOLD GROUND RENT of £52 10s. PER ANNUM. Lease 63 years from 1877. REVERSION 5½ YEARS. GROSS ASSESSMENTS £349.

LEASEHOLD.

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Certified Patients and Voluntary Boarders Received.

Private houses for suitable cases adjoin the Institution. Holiday parties sent to the Seaside branch at Kearsney during the summer months. Moderate terms. Apply to Medical Superintendent for further particulars and Illustrated Prospectus.

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